



STATE OF NEW HAMPSHIRE

**Department of Health and Human Services:
New Hampshire Salesforce Granite Families CCWIS:
DHHS – 2021-047**

RFP ISSUED:	August 20, 2021
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CONTRACT TYPE:	Not to Exceed
PROPOSALS DUE:	September 17, 2021

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SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.1. Executive Summary

1.1.1. Introduction

The New Hampshire Department of Health and Human Services is seeking to replace the current New Hampshire Comprehensive Child Welfare Information system (CCWIS), Granite Families. The New Hampshire Salesforce CCWIS and build the framework for the Department's Organizational Infrastructure effort. The expected outcome of this project is the replacement of a 24-year-old system to meet 21st century DCYF business needs and technology. This is the second phase of the Granite Families project with anticipated completion in 2022.

All interested vendors must submit a proposal that includes:

- An Assessment Module for Child Protection
- A Cases Module, with functionality for both Child Protection and Juvenile Justice services
- Replacement of the SDM model that was built into the Intake Module during Phase I, and make any necessary changes to Bridges (the legacy system) to account for these changes.

The proposal must leverage the State of New Hampshire's existing Salesforce organization structure, the state's DevOps processes and governance processes to build the New Hampshire CCWIS. Proposal 1 is mandatory from all vendors. (Reference AppendixB: Business/Technical Requirements and Deliverables for Mandatory CCWIS Application.)

Vendors submitting on the mandatory proposal specified above may also submit an optional proposal for Salesforce Platform Maintenance and Infrastructure. This option shall include a proposal to design, develop, implement, maintain and support a new Salesforce Organization structure to support Department of Health and Human Service Salesforce applications (reference Appendix I: Optional Maintenance and Operations). The CCWIS described in Appendix B would be the first tenant on the Department Salesforce platform.

1.1.2. Scope of Work (SOW) Overview

The Scopes of Work (SOW) in this document provide an overview of the background and functional requirements of the New Hampshire Comprehensive Child Welfare Information system (CCWIS), Granite Families. The New Hampshire CCWIS will replace the current State Automated Child Welfare Information (SACWIS), Bridges

The full scope of work for the CCWIS Application is contained in Appendix B.
The full scope of the optional Maintenance and Support proposal is contained in Appendix I.

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SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.2. Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)
RFP Released to Vendors / Inquiry Period Begins (on or about)/	August 20, 2021
Vendor Inquiry Period Ends (Final Inquiries due)	August 27, 2021
Final State Responses to Vendor Inquiries	September 3, 2021
Final Date and Time for Proposal Submission	September 17, 2021 at 11:59 p.m. Est.
Estimated Date of Vendor Selection	October 1, 2021
Anticipated Governor and Council Approval	December 22, 2021
Anticipated Effective Contract Date	December 22, 2021

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SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

2.1. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.

Late submissions will not be accepted. Delivery of the Proposals shall be the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals.

2.1.1. Electronic Proposals

Electronic Proposals must be addressed to:

TO: jennifer.s.hackett@dhhs.nh.gov

CC: contracts@dhhs.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: DCYF - RFP-2021-DCYF-05-GRANI Granite Families (email xx of xx).

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size. If files are greater than 10MB in size, the Vendor must submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

2.1.2. Number of Proposals

2.2. Vendors are permitted to submit One (1) Proposal for the CCWIS solution and one (1) for the optional Salesforce maintenance and operations, each with a unique solution in response to this RFP. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Jennifer Hackett

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SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

Email: jennifer.s.hackett@dhhs.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions and the State of New Hampshire, Department of Health and Human Services Exhibit K: *Information Security Requirements* To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.3. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

2.4. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in the Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

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SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

3.1. Proposal Organization

Each proposal should adhere to the following outline.

Cover Page

Transmittal Form Letter

Table of Contents

Section I: Executive Summary

Section II: Glossary of Terms and Abbreviations

Section III: Narrative Responses to Requirements and Deliverables in Appendix C

Section IV: Corporate Qualifications

Section V: Qualifications of Key Vendor staff

Section VI: Price Proposal

Section VII: Vendor Attachments

3.1.1. Cover Page(s)

Each mandatory and optional proposal must contain a cover page per proposal. (One for the Mandatory CCWIS Application, and one (if applicable) for the Optional DHHS Salesforce Maintenance). The cover page must contain the following text:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
**RESPONSE TO RFP: DHHS – 2021-047 New Hampshire Salesforce Granite
Families CCWIS**

The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and Email address.

3.1.2. Transmittal Form Letter

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The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following page. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

Remainder of this page intentionally left blank

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SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Jennifer Hackett
(603)-271-9605
Jennifer.s.hackett@dhhs.nh.gov

RE: Proposal Invitation Name: New Hampshire Salesforce Granite Families CCWIS
Proposal Number: 2021-047
Proposal Due Date and Time: September 15, 2021 11:59 p.m. EST

/To whom it may concern:

Company Name: _____ hereby offers to provide to the State of New Hampshire the Services indicated in RFP NH DHHS_2021-047_New Hampshire Salesforce Granite Families CCWIS at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in Form Number P-37 *State of New Hampshire General Provisions* and in the State of New Hampshire, Department of Health and Human Services Terms and Conditions outlined Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements*.

We attest to the fact that:

The company has Reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Form Number P-37 *State of New Hampshire General Provisions*, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract, whichever is later.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of 2021-047_New Hampshire Salesforce Granite Families CCWIS and any subsequent signed Addendum (a).

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

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- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: _____
Title: _____
Telephone: () - _____ Email: _____
Authorized Signature Printed: _____
Authorized Signature: _____

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3.1.3. Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

3.1.4. Section I: Executive Summary

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

3.1.5. Section II: Glossary of Terms and Abbreviations

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

3.1.6. Section III: Narrative Responses to System Requirements and Deliverables

Section III shall include answers to questions in Appendix C: Topics for Mandatory Responses The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

3.1.7. Section IV: Corporate Qualifications

Section V shall provide the corporate qualifications of all Vendors and Subcontractors proposed to participate in the Project. Specific information to be provided is described in Standards for Describing Vendor Qualifications Appendix D.

3.1.8. Section V: Qualifications of Key Vendor Staff

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix D

3.1.9. Section VI: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix E.

3.1.10. Section VII: Vendor Attachments

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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SECTION 4: EVALUATION OF MANDATORY CCWIS PROPOSAL

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Note: Business Requirements for the Mandatory CCWIS proposal are found in Appendix B.

4.1. Criteria for Evaluation and Scoring

Each proposal response will be evaluated and considered with regard to the following criteria:

- a. Proposed Software Solution;
- b. Vendor’s Technical, Service and Project Management Qualifications
- c. Vendor Company;
- d. Staffing Qualifications; and
- e. Price Proposal.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of one hundred (100) Points, which will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category	Technical Proposal Total Points
Proposed Software Solution	30
Vendor’s Technical, Service and Project Management Qualifications	30
Vendor Company	10
Staffing Qualifications	15
Price Proposal Potential Maximum Points	15
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

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The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

4.2. Scoring Details

4.2.1. Scoring of the Proposed Software Solution

The Vendor's Proposed Software Solution will be allocated a maximum score of 30 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

4.2.2. Scoring of Vendor Technical, Service, and Project Management Qualifications

Vendor proposed Services will be allocated a maximum score of 30 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the Application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project and the technical environment will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

4.2.3. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 10 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

4.2.4. Scoring of Vendor Staffing Qualifications

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Company staffing qualifications will be allocated a maximum score of 15 points.

4.2.5. Scoring the Software Solution Price

The Vendor's Software Solution price will be allocated a maximum score of 15 points. The State will consider both Implementation and subsequent CCWIS maintenance costs (five years after deployment), as well as other associated costs associated in Appendix E - *Pricing*. The price information required in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

4.3. Planned Evaluations

The Agency plans to use the following process:

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SECTION 4: EVALUATION OF MANDATORY CCWIS PROPOSAL

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and final scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

Should a Vendor fail to achieve 60 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain sealed during the preliminary technical review, Oral Interviews and Product Demonstrations.

The minimum standards for Proposal consideration include:

- a. Proposal Submission
- b. Compliance with Content Requirements
- c. Transmittal Form Letter
- d. Experience and References and Vendor Qualifications

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

4.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Price Proposals will remain sealed during the preliminary technical review..

4.3.3. Final Scoring of Technical Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal. Should a Vendor fail to achieve 60 minimum points in the final technical scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened.

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4.3.4. Price Proposal Review

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 15 points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

4.4. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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SECTION 5: EVALUATION OF M&O PROPOSAL

SECTION 5: EVALUATION OF OPTIONAL PROPOSAL FOR SALESFORCE MAINTENANCE AND SUPPORT SERVICES

Note: Business Requirements for the Optional proposal for Salesforce Maintenance and Support are found in Appendix I.

5.1. Criteria for Evaluation and Scoring for Optional Salesforce Maintenance and Support Services

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- a. Proposal for Salesforce organizational Implementation and Management;
- b. Vendor’s Technical, Service and Project Management Experience;
- c. Vendor Company;
- d. Staffing Qualifications; and
- e. Price Proposal.

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of one hundred (100) Points, a maximum of 15 Points awarded based on the Price Proposal, a maximum of 100 Points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category	Technical Proposal Total Points
Proposed Approach to Salesforce Maintenance Services	30
Vendor’s Technical, Service and Project Management Qualifications	30
Vendor Company	10
Staffing Qualifications	15
Price Proposal Potential Maximum Points	15
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	100

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The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

5.2. Scoring Details

5.2.1. Scoring of the Proposed Approach to Maintenance and Support Services

The Vendor's Optional Proposal for Maintenance and Support Services Software Solution will be allocated a maximum score of 30 Points. The main purpose of this section is to measure how well the vendor's planned implementation or customized enhancements of the Salesforce solution meets the business needs of the Agency. Vendor Presentation and Demonstration (if applicable)

5.2.2. Scoring of Vendor Technical, Service, and Project Management Proposal

Vendor proposed Services will be allocated a maximum score of 30 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and maintain the Solution. The Implementation of the Solution will require the Vendor to customize or configure the Application to meet the requirements of the State, monitor and ensure its operation throughout the Warranty Period and, if maintenance is to be provided, to be a partner in the Solution's operation throughout its useful life. Technical details of the System, administrative procedures, how the Vendor manages its team, the Project and the technical environment will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

5.2.3. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 10 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

5.2.4. Scoring of Vendor Staffing Qualifications

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Company qualifications will be allocated a maximum score of 15 points.

5.2.5. Scoring the CCWIS Application Maintenance and Support Price

The Vendor's Software Solution price will be allocated a maximum score of 15 points. The State will consider both Implementation and subsequent Five (5) years License and maintenance costs as well as the costs associated in Appendix E - *Pricing*. The price information required in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

5.3. Planned Evaluations

The Agency plans to use the following process:

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- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and final scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

5.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

The minimum standards for Proposal consideration include:

- a. Proposal Submission
- b. Compliance with Content Requirements
- c. Transmittal Form Letter
- d. Experience and References and Vendor Qualifications
- e. Response to Optional Services Appendix I and J or Vendor Letter Declining to Proposal on Optional Services

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

5.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 60 minimum points in the final technical scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain sealed during the preliminary technical review...

5.3.3. Final Scoring of Technical Proposals

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

5.3.4. Price Proposal Review

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Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 15 points. Vendors are advised that this is not a low proposal award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

5.4. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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6.1. RFP Addendum

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

6.2. Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

6.3. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

6.4. Confidentiality of a Proposal

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency may be grounds for disqualification.

6.5. Public Disclosure

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

6.6. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, may be grounds for disqualification at the State's sole discretion.

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Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a.** The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b.** The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c.** The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

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6.7. Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

6.8. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

6.9. Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

6.10. Ethical Requirements

From the time this RFP is published until a contract is awarded, no proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from responding to the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services (DAS), which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

6.11. Ineligibility

Vendors who are ineligible to submit a bid, proposal, or quotation in response to a request for a bid, proposal, or quotation issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

6.12. Challenges on Form or Process of the RFP

A bidder questioning an agency's identification of the selected vendor may request that the agency review its selection process. Such request shall be made in writing and be received by the agency

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within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the agency erred in its process and shall contain such argument in support of its position as the bidder seeks to present. In response, the issuing agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the bid. In its request for review, a bidder shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the bidder in its original proposal. No hearing shall be held in conjunction with a review. The outcome of the agency's review shall not be subject to appeal.

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7.1. Non-Exclusive Contract

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

7.2. Award

Any resulting contract is contingent upon approval by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

7.3. Anticipated Contract Term

The Vendor shall be fully prepared to commence work after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The initial Contract Term will begin on the Effective Date and extend through June 30, 2023. The Contract Term may be extended up to Five (5) year(s) (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

7.4. Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract using the P-37 State of New Hampshire General Provisions (refer to Section 6.6 State of New Hampshire General Provisions – P37 below).

To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor’s exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions which have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

7.5. Contract Negotiations and Unsuccessful Bidder Notice

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

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7.6. Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract. If the Contract includes the State of New Hampshire, Department of Health and Human Services *Business Associates Agreement* the Vendor shall ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate with respect to such information.

7.7. Related Documents Required

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.
- c. Certificate of Insurance - Certificates of Insurance evidencing coverage as required under the contract.
- d. Workers Compensation coverage must comply with State of NH RSA 281-A.

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By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By:	On:
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately

upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract

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price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control"

means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use

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in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing

signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements **and** understandings with respect to the subject matter hereof.

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P-37 Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to Five (5) year(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2023 under the same terms and conditions, subject to approval of the Governor and Executive Council.

B. Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

C. Provision 8, Event of Default/Remedies, is updated with the following addition:

8.4 Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

D. Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all contracted transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

E. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.5 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to Contractor, without any liability to the State.

10.6 This covenant in paragraph 10 shall survive the termination of this Contract.

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F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

- 12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall, have the option of:
- a.** continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - b.** immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

G. The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

- 25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services, which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

29. COMPLIANCE DOCUMENTS

Contractor shall comply with all requirements of Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements* as attached herinto.

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APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

APPENDIX A: VENDOR CONFERENCE REQUIREMENTS

Not Applicable.

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APPENDIX B: BUSINESS/TECHNICAL REQUIREMENTS FOR CCWIS APPLICATION

**APPENDIX B: BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES FOR
MANDATORY CCWIS APPLICATION**

B-1. Background

B-1.1 Bridges and Granite Families Background

This Statement of Work (SOW) provides an overview of the functional requirements and background of the New Hampshire Comprehensive Child Welfare Information system (CCWIS), Granite Families. The New Hampshire CCWIS will replace the current State Automated Child Welfare Information (SACWIS), Bridges. The first phase of the Granite families project (Intake Module) was completed in May 2020. There will be system integration requirements from the Intake module to the Assessment and Case Module. Additionally the State has selected a new SDM model that will have to be re-engineered into the Intake module. The state does not have a final SDM model at this time. The state will provide the winning vendor with the specification when there is a final approved product.

Originally, the Oklahoma KIDS child welfare system was modified to fit Bridges for New Hampshire's needs. Since then, Bridges has been maintained and enhanced extensively to accommodate new business process changes, as well as new state and federal regulations.

Over the years since becoming operational, Bridges expanded its capacity by incorporating functionality as well as establishing interfaces with other key systems within the New Hampshire Department of Health and Human Services (DHHS) service delivery ecosystem. These interfaces include but are not exclusive to the integrated eligibility management system, the child support, the Medicaid information system, the NH Department of Education information system. and a department Master Client Index system. Due to its extensive capacity, Bridges has become an important node within DHHS's service delivery system.

The Bridges application utilizes a PowerBuilder solution to manage casework and online transactions. At this time, PowerBuilder represents a significant risk and provides ongoing exposure to DHHS's New Hampshire Division of Child Youth and Families (DCYF), including:

- Significant decline in PowerBuilder market share and staffing pipeline
- Liabilities of an architecture that intermingles the user interface, business and persistence management functions that are not consistent with contemporary n-tier standards
- Lack of mobility and responsive web design capabilities
- 23 years of ongoing maintenance and enhancements which have increased fragility and complexity

Despite the functional capability of Bridges and its importance in day-to-day operations, the retrofit of new business processes into the existing workflow has become increasingly more complicated and the underlying architecture is reaching end-of-life and is not positioned to support CCWIS objectives. It is no longer able to provide the functionality our system needs to continue delivering the most effective support to children and their families and unable to meet new CCWIS standards.

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B-1.2 New System Needs and Objectives

To support the safety, permanency, and well-being of New Hampshire's children and their families, the new Salesforce CCWIS application will meet the following mandatory system requirements. Note this list does not reflect order of priority or importance:

- **CCWIS Compliance:** the new system should support the CCWIS requirements
- **Ease of Use by implementing a new system with modern UI and UX:** improve the overall system accessibility by providing a user-friendly system designed with user centric design approach.
- **Mobility friendly system:** secure RWD (Responsive Web Design) to enable relevant use cases for mobile workforce to increase efficiency by avoiding duplicate data entry and maximizing time spent with children and families.
- **Workflow:** modular system that supports the addition and modification of workflows in a flexible Agile methodology to adjust with rapidly changing business needs.
- **Operational Efficiencies:** through improved workload management and streamlined data entry process the system should increase operational efficiencies for case workers
- **Enhanced Community Partnership:** to better assess children's and families' needs; match them to appropriate services and providers; and enable providers and external agencies to interact with the system to improve overall case coordination.
- **Enhanced Data Exchange:** new data exchanges will be built to leverage the existing enterprise platform (e.g. MuleSoft, Informatica, Salesforce) to create an automated process and support interchange with other health and human service agencies, the education system, and courts. This data-sharing will decrease duplication of effort and support better coordination of services to lead to improved client outcomes.
- **Data Quality:** modular system built with controls for data integrity, auditing, reporting, and a data quality plan, which includes continuous monitoring of data quality. The new system will address current deficiencies in data collection and quality and enable a more robust monitoring and quality improvement process that leads to actionable insights.
- **Enhanced Reporting:** modular system designed with reports outlined in the CCWIS reporting requirements to meet the latest CCWIS reporting requirements. Enhanced reporting will leverage and will integrate with DHHS's existing Enterprise Business Intelligence (EBI) solution.
- **Service Oriented Architecture N-Tier Architecture:** enterprise system architecture that enables State service integration and the agility to support ongoing technology evolution.
- **Scalability:** utilize the existing enterprise platform to quickly and easily increase the size and/or performance of the CCWIS solution to allow DCYF to quickly adapt to the changing needs of the families and children of the State of New Hampshire.

The lack of the above capabilities and the challenges of supporting our evolving client needs with our limited information technology infrastructure inhibits our ability to effectively serve the children and families of New Hampshire. The aforementioned are the primary drivers behind the

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decision to upgrade Bridges to a system that will support the Department's goal of holistic client management through enterprise data sharing and transparency.

B-1.3 New System Benefits

DCYF intends that the new NH CCWIS (Granite Families) will realize the following benefits:

- **CCWIS Modernization:** Streamline the work and technology from a 24-year-old system to meet the 21st century needs of the DCYF staff.
- **Mobile Workforce:** Granite Families will support mobile workforce.
- **Increased Efficiency:** Granite Families will streamline workload management, enable consistent data entry, and reduce duplicate data entry allowing workforce to be more efficient.
- **Consistent Decision Making:** Granite Families will improve child safety and risk mitigation through guided practice to assess child safety and risk.
- **Increased Data Accuracy:** More automated processes and data validation will support increased accuracy of data.
- **Increased accessibility:** Improved accessibility of system to community providers and external stakeholders.

B-1.4 Overview of Current Bridges System

B-1.4.1. Child Protection Program

Child Protective staff work together with families to assess the safety of children, identify needs and develop a case plan. This plan defines the specific needs of the children and family members and outlines the method by which a family's protective service issues will be resolved with the assistance of DCYF.

Services are primarily delivered directly to a child and family in the home and community. The process for resolving abuse and neglect has three primary functions, Intake, Assessment and Family Services.

Intake - DCYF receives more than 17,000 reports of suspected child abuse and neglect annually as well as reports of Children in Need of Services (CHINS) through the DCYF Intake Unit. A toll-free number is available 8:00 AM to 4:30 PM, Monday thru Friday and is staffed by highly trained, experienced workers. Referrals can be made to community agencies and to the local District Office staff for further assessment. Additionally, there is 24 X 7 after hours contracted Intake service.

Assessment - This function is performed by District Office Child Protection staff who comprehensively investigate and assess each report of alleged child abuse and neglect. Approximately 11,000 reports are assessed annually in NH.

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Family Services - Treatment and rehabilitative services are provided to families whose children have been neglected or abused. Child Protection staff interact with families, courts, and providers to ensure that children's safety is maintained and that goals and objectives are met in a timely manner.

If treatment and rehabilitative services are unable to provide a safe environment for the children, temporary out-of-home placement with a relative or in foster care may be utilized to provide children with the safety they require. When children cannot safely return home, other options including Adoption are considered in order to achieve permanency and stability for them.

To further ensure the safety of NH children, a Special Investigations Unit (SIU) investigates all allegations of abuse and neglect in foster homes, institutional settings, and residential, educational, and treatment facilities.

B-1.4.2. Juvenile Justice Services

Juvenile Justice Services (JJS) is responsible for providing supervision and rehabilitative services to youth adjudicated under state law as delinquent or as Children In Need of Services (CHINS). JJS provides supervision, case management, and an array of rehabilitative services through its staff of Juvenile Probation and Parole Officers (JPPOs) and a network of community-based providers who are licensed and/or certified by DHHS.

Juvenile Justice Services administers programs and services around three organizational and functional areas:

Institutional Services: The Sununu Youth Services Center and the Youth Detention Services Unit provide an architecturally secure placement for committed juveniles and for NH youth involved with the NH court system.

Probation and Parole: conducts investigations and provides supervision of delinquent minors and Children In Need of Services (CHINS), as well as providing supervision of committed delinquents released from the Sununu Youth Services Center on parole. JJS JPPOs are located in the 12 DHHS District Offices and 5 itinerant offices.

Community Programs: all community-based services, both residential and non-residential, are administered by this unit, through JJS institutional and field staff in cooperation with the NH court system. The services are then delivered by local organizations and providers. These services include home-based therapeutic services, substance abuse assessment and counseling, mental health services and an array of residential services, (foster homes, group homes, and intensive treatment facilities).

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B-1.4.3. Bridges Functional Environment

The Bridges system provides DCYF with a child welfare management system that meets the federal SACWIS, Adoption and Foster Care Analysis and Reporting System (AFCARS), the National Child Abuse and Neglect Data System (NCANDS), and the National Youth in Transition (NYTD) requirements. The system also incorporates the DHHS legacy Children's Information System (CIS) functionality and interfaces with other state systems (see below). This application also processes claims for DCYF and DFA clients and vendors. Additionally, Bridges processes the claims for the Child Care Development Fund (CCDF) and tracks the quality and enrollment of the Child Care Providers. Bridges provides functionality for the following business areas:

- Central Child Protective Services Intake
- Child Protective Services Assessment
- Child Protective Services Case Management
- Juvenile Justice
- Finance
- Service Provider Management
- Staff Training
- Federal and State Reporting
- Foster Care, Permanency and Adoption
- DCYF and JJS Policy

B-1.4.4. Interfaces

None of the interfaces listed below will be included in the current phase (Phase II of this project). The only two interfaces that will part of this phase are MCI and Document Imaging, discussed later in this document.

New HEIGHTS: The New HEIGHTS eligibility management system provides eligibility information regarding various entitlements. The New HEIGHTS interface updates client eligibility information. In some instances, changes in eligibility change the rates on individual service authorizations. Triggers in the database cause these service authorizations to split on the date of the eligibility status change. The authorization number stays the same, as do all data elements with the exception of the end date on the first segment, the begin date on the second, and the rate for the service.

A check reconciliation file from Bridges CheckWriter Module is sent to directly to the Bank. Additionally, an EFT file is sent to ACH at Citizens Bank.

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NHESIS (New Hampshire Education Information System): This interface was halted in 2008 when the new Department of Education (DOE) system was being implemented. It is done manually at the moment.

NECSES (New England Child Support Enforcement System): A daily file is sent which provides paid claims information for various entitlements. DCYF attorneys can request an address from NECSES and the FPLS (Federal Parent Locate Service) for a missing parent. This information will be used to notify (missing) biological parents of any Court hearings regarding Abuse and/or Neglect or the termination of their parental rights.

MMIS (Medicaid Management Information system): We exchange Service authorization and member information in a bi-directional nightly interface.

Bridges Electronic Billing: The Bridges system provides the information needed to populate Bridges Electronic Billing (BEB) application pages used by providers. This information is provided on demand via selected views of the Bridges production database and includes provider, client and claims history data. A nightly job extracts BEB submitted claims, and each day, DHHS's DMU imports them into Bridges for claims processing.

B-1.4.5. System Architecture:

Base Hardware: HP/Compaq

Base Operating System: Linux

Data Base(s): Oracle 12.C

Application Language: PowerBuilder 2017

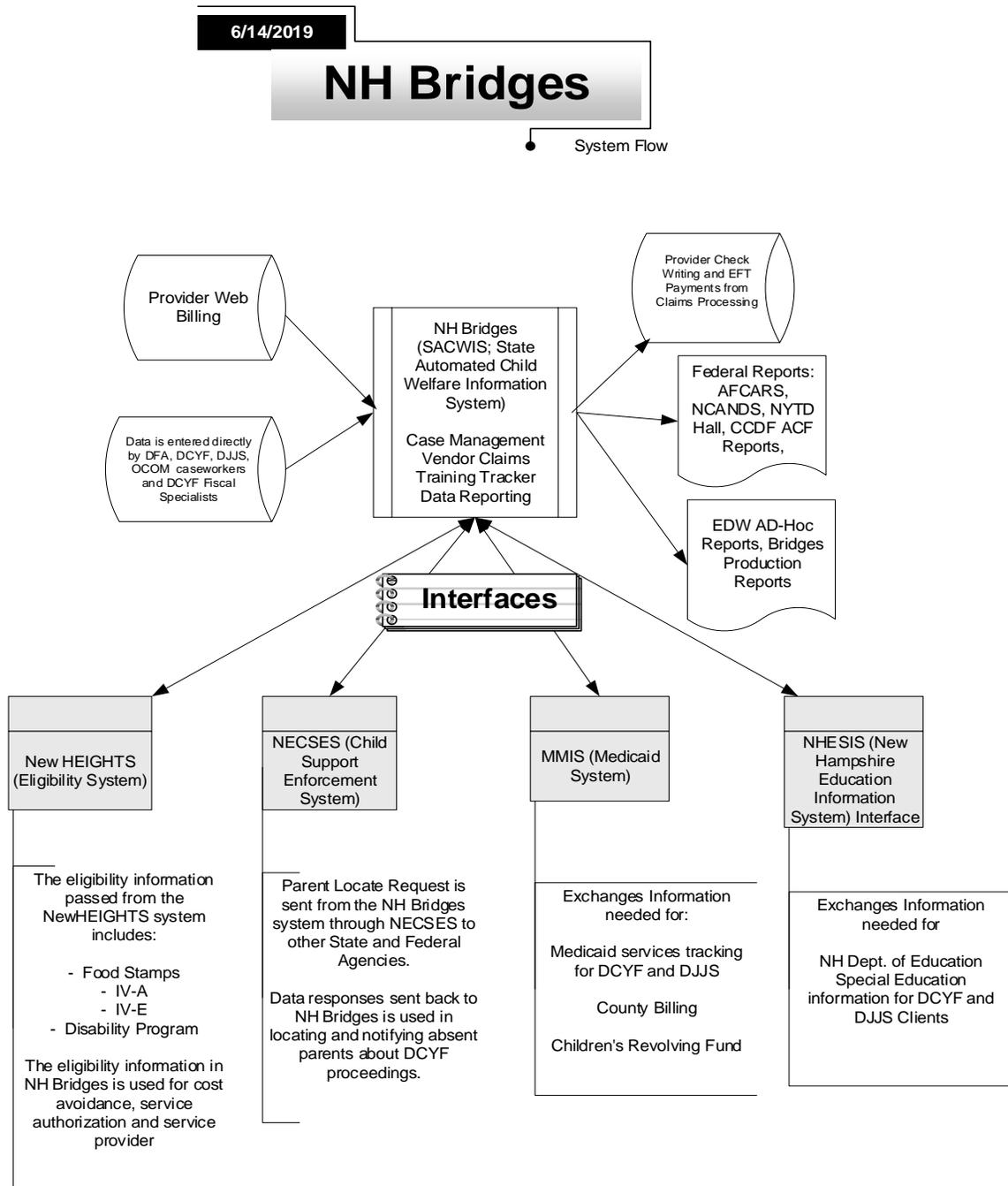
Reporting Tool(s): PL/SQL

Number of Users: 700

General Comments: All code and documentation regarding the system has been fully captured via existing configuration management tools utilized by the State (i.e. the State's current configuration management tool is Computer Associates "CC Harvest"). The current distribution of the exiting software is a significant effort due to the legacy client/server architecture (i.e. fat client).

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Platform: Database Oracle 12C, Server:
 Linux 6 virtual machine running in VMWare

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B-2. Requirements for Data Location and Ownership

B-2.1 Location

The Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the contract. Refer to Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements* for additional data location requirements.

B-2.2 Ownership

DHHS will retain ownership of custom modules and code developed from this SOW. DHHS will also retain ownership of all documents, trainings and other guides or print/electronic materials developed as a result of this SOW.

In accordance with 45 CFR § 95.617 Software and ownership rights:

- a. General.** DHHS will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart. Meaning, DHHS will retain ownership of custom modules and code developed from this SOW.
- b. Federal license.** The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
- c. Proprietary software.** Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.
- d.** DHHS will also retain ownership of all documents, trainings and other guides or print/electronic materials developed or as a result of this SOW.

B-2.3 Offshore Restrictions and Resources

Per Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements*, the vendor agrees it will not administer, store, transfer or process data collected in connection with the services rendered under the SOW outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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It is anticipated vendor staff associated with this SOW may be working onsite at DHHS, remotely or a combination of the two. It is understood DHHS Confidential Data, as defined in Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements*, DHHS Security Requirements, will not be stored locally on vendor owned devices or outside of the vendor's control such as the personal devices of the vendor's workforce. Should the vendor work onsite at DHHS and/or require remote access to DHHS or the Department's network, applications or systems in support of this SOW, per Appendix J -- Attachment 2: DHHS Exhibit K: *Information Security Requirements*, vendor will agree to DHHS's and the DoIT's information security requirements governing non-state employee access to DHHS's or the State's networks, systems, or applications. If vendor is unwilling or unable to abide by the security requirements and/or policies relating to vendor devices accessing DHHS's or the State's networks, systems, or applications the vendor agrees to use state issued devices for work associated with this SOW; with the understanding the vendor will return deployed devices at the conclusion of contracted work or earlier if requested by DHHS.

B-3. Business Requirements for Granite Families (CCWIS)

It is the State of New Hampshire's expectation that the Vendor would submit a proposal for the following modules:

- Assessment,
- Cases, with functionality for both Child Protection services (CPS) and Juvenile Justice Services (JJS) . Note: there is an extensive duplication of business functionality between the existing CPS module and the existing JJ module (approximately 95%). Therefore existing functionality or logic may be reused from one case module to another , or the vendor may propose one module with workflows or views tailored to case type.

B-3.1 Services

The State of New Hampshire seeks to procure professional services for the design, development and implementation of the New Hampshire Comprehensive Child Welfare Information system (CCWIS), Granite Families. The New Hampshire CCWIS will replace the current State Automated Child Welfare Information (SACWIS), Bridges. The first phase of the Granite Families project was the Intake Module. The deliverables for this RFP will include assessment and case modules. Additionally, replace the SDM model in the Intake module and execution of an independent, comprehensive cybersecurity risk assessment in order to focus cybersecurity resources on the biggest risks and gaps in our security posture. The State desires to contract with a single company with the requisite skills, capability and experience as well as depth of knowledge required to complete these tasks, as listed in Appendix C: *Scope, Requirements and Deliverables*.

B-3.2 Deliverables

The State classifies Deliverables into two (2) categories: Written Deliverables and Non-Software Deliverables. Pricing and scheduling information requirements for these Deliverables are provided in Appendix E: *Pricing*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *Scope, Requirements and Deliverables*. Appendix D: *Narrative Topics*; Topics for Mandatory Narrative Responses solicits responses, which will expound

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on the Vendors' understanding of the Implementation process, the manner of Service delivery and experience with similar Projects related to technical Services and Project Management topics.

B-4. Functional Requirements

The New Hampshire Division of Child Youth and Families (DCYF) has completed the solution alternative analysis and has selected Salesforce as the platform to replace the current SACWIS application (Bridges) to become CCWIS compliant. Selection of Salesforce as the platform was driven by the decision from the executive stakeholders to not only help replace the existing Bridges solution, but also a drive to help all the agencies under DHHS to move towards leading-edge technology implementation across agencies. DCYF, with the executive support and in collaboration with DoIT (Department of Information Technology), enterprise executive stakeholders and vendor embarked on a four months exercise to evaluate the various options available to DCYF. Inputs from other states that have successfully implemented CCWIS solution in Salesforce were evaluated in comparison to the intellectual assets available to DCYF.

The DCYF CCWIS Project Manager must sign-off on each Sprint and the final solution prior to the vendor invoicing the State and State remittance.

Each new sprint will be adjusted based on learning from the previous sprint. The chosen vendor must have the ability to scale up to three product teams, as defined in this SOW, and run streams in parallel. Close communication is expected as is the utilization of the scrum of scrums. It is understood the scrum of scrums will incorporate the internal resources.

The Intake module was completed in Phase I. The Granite Families Assessment and Case Modules will be completed in the second phase of the New Hampshire DCYF SACWIS to CCWIS migration. Any reengineering of the Intake module to implement the new SDM module, align dependencies with Bridges and new modules to include data synchronization will be required. Additionally, any reverse engineering of Bridges to align dependencies with Granite Families and new modules to include data synchronization will be required. Once the provider (Evident Change) has completed the SDM module, we will provide it to the selected vendor. The data synchronization points will be determined by the overall architecture of the CCWIS and schedule of module roll-outs. For example, rolling out Assessment and Case together will require different data synchronization points than rolling them out separately.

The scope of services is comprised of multiple projects organized into groupings, including:

- Approach and Methodology
- Functional Requirements for CCWIS Assessment and Case Modules
- Solutions Architecture
- Vendor Qualifications

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The scope of services for each category is described below:

B-4.1 Approach, Methodology, and Roadmap

The State CCWIS will be designed to take advantage of newer technology using iterative, overlapping releases to migrate business functionality to incrementally replace Bridges with Granite Families for DCYF clients, providers, and the families and children of New Hampshire. The Division, DoIT, and the selected vendor will collaborate with other DHHS agencies to design the modernization effort to support the business objectives – improve operational efficiency, transparency, accessibility, security, and interoperability – in a modular and iterative fashion, consistent with the enterprise methodology to support the direction of the Department.

B-4.1.1. The Approach

Based on the analysis described above, DCYF and DoIT determined that, due to New Hampshire’s unique needs and position, the optimal approach is to replace Bridges incrementally by leveraging the existing enterprise platform. This approach will maximize the return on State and Federal funds, speeds time to market, and offers re-use of existing assets that the State and Federal agencies have already invested in. This decision also allows DCYF to select its own priorities and retain its IT staff support, build cycles and other similar controls and resources dedicated to our mission. This approach also maximizes the current use of existing technology and minimizes duplication, incompatibility and complexity that can undermine the care for families.

This will allow DCYF to approach the Bridges replacement with flexibility, allowing us to incrementally renew layers of the architecture by technology component (i.e. replace PowerBuilder incrementally as a tactical investment in technology). We will also be able to incrementally renew functional capabilities targeting business needs where the “as-is” capability doesn’t fully support the business mandate (e.g. assessment and case).

B-4.1.2. The Methodology

The CCWIS must leverage workflows from the existing child welfare system, Bridges and future specifications from the Agile Discovery and Design sessions that use the latest technologies and industry standards with the ability to add services to support future programs and business requirements incrementally module by module.

The proposed CCWIS solution should provide a modular and, scalable design that divides complex functions into separate, manageable, and independently deployable components with integration between each as needed:

- Employs open, documented interfaces;
- Provides the potential to deliver reliable software faster and at lower cost to the Department;
- Promotes ease of maintenance by allowing one (1) Module to be changed without widespread system impact;
- Leverages the existing enterprise platform;

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- Mirrors business workflows by dividing complex problems and policies into singular, discrete processes each managed by a different Module;
- Supports continuous improvement of child welfare practice;
- Is in alignment with the State DoIT technical standards;

The Vendor should purpose an Agile methodology for delivery. The methodology will facilitate collaboration and transparency between vendor, DoIT and business stakeholders. The key activities of the proposed Bridges modernization will be managed using agile control measures:

- Epic, release and sprint Burn down reports, blockers, velocity;
- Sprint completion rate reports;
- Agile testing and code coverage metrics;
- Project management and application development standards and best practices;
- Lifecycle management and (defect/change) tracking by project using JIRA methods and tools established following the principles of hybrid Agile methodology;
- Risk/issue status and tracking;
- Daily joint delivery and team lead project status meetings and JIRA time and task reporting;

B-4.1.3. The Roadmap

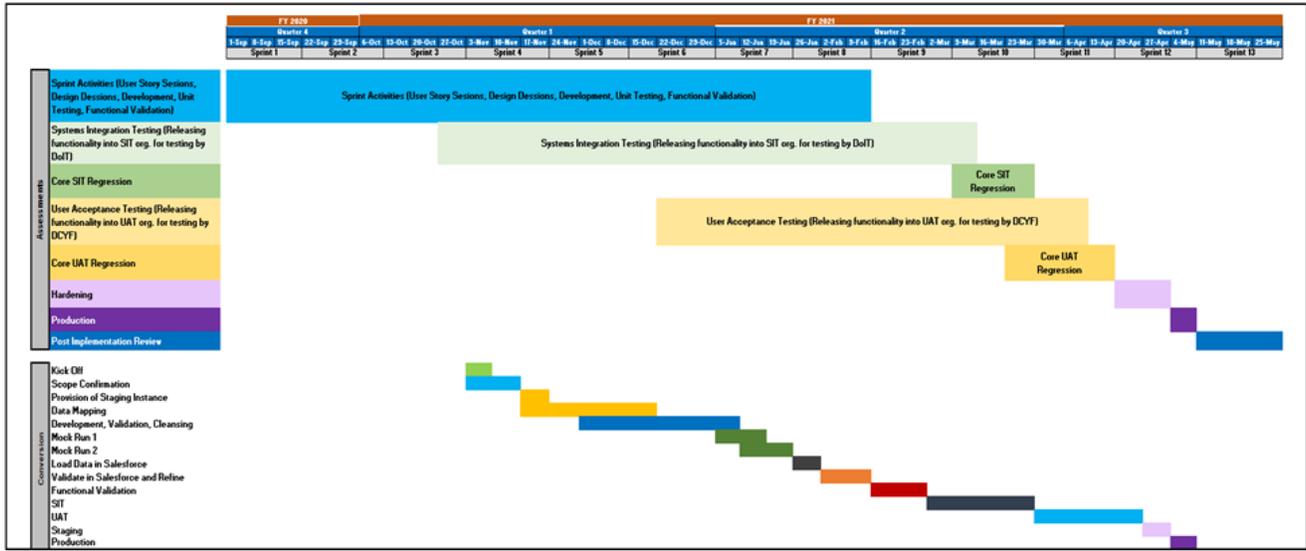
This section provides the roadmap to replace the NH DCYF CCWIS

- **Kick Off:** Requirement & Design Session, Infrastructure Setup, Sprint Planning.
- **Release 1:** Will focus on replacing the functionalities related to Assessments and SDM, integrating with existing enterprise assets and integration of the Intake module in Salesforce and Bridges. As stated above, the SDM module will need to be re-engineered to align with the new SDM Model. The data synchronization points and data conversion will need to be researched and implemented depending on the new model, and as part of our roll-out strategy.
It is understood any new federally mandated changes will need to be integrated between Bridges and Salesforce (for example federal mandated Family First services). In that scenario, the scope of work would need to be evaluated against the CCWIS MVP.
- **Release 2:** Will focus on replacing the functionalities related to CPS and JJ Case functions. Required business functionality is outlined in section B-4.2 below. This may not be inclusive of all functionality required, depending on requirements developed during the SDLC (Software Development Life Cycle) process.

Roadmap Diagram Examples (Note: The final timelines will be determined collaboratively between the State and selected vendor)

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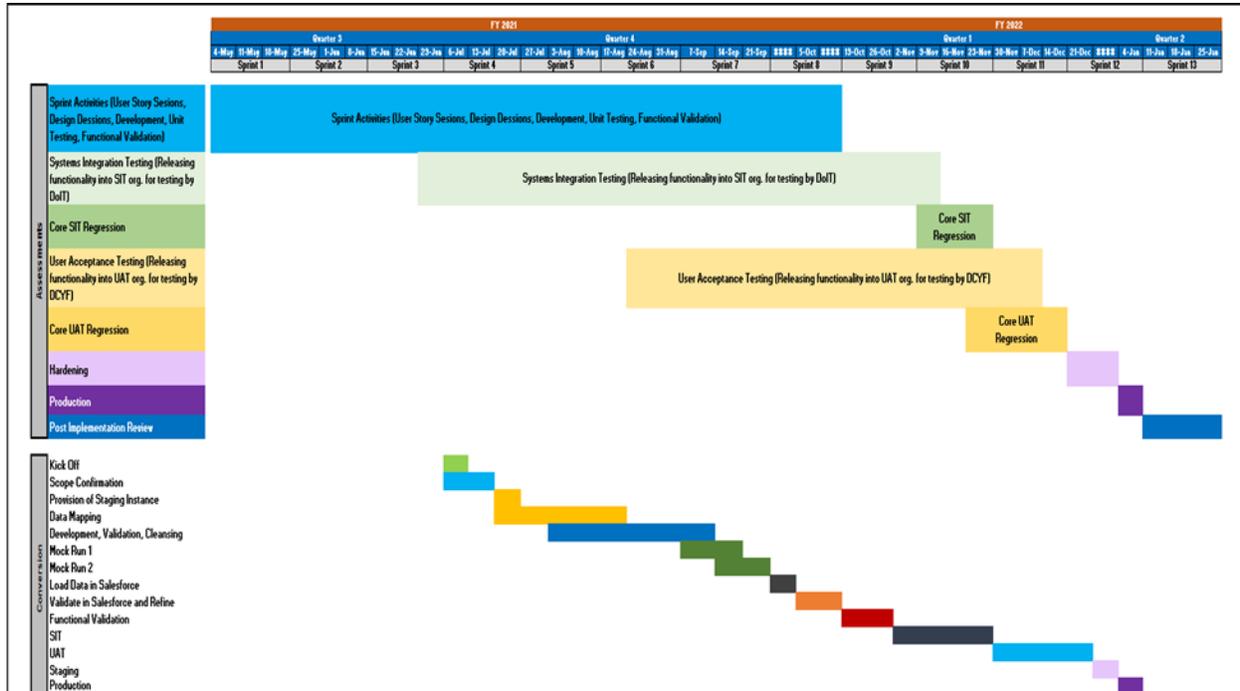
Assessment Module Example



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Case Module Example



B-4.2 CCWIS Assessment and Case Modules Functional Requirements

This grouping of projects includes the creation of the State CCWIS Assessment and Case functionality. The New Hampshire Division of Child Youth and Families (DCYF) has completed the solution alternative analysis and has selected Salesforce as the platform to replace the current SACWIS application Bridges to become CCWIS compliant. This effort will help incrementally replace the system to meet the business needs, federal compliance and address the issues related to aging technology of the current system.

B-4.2.1. Assessment and Case Module Workflow

- a. The vendor will utilize the DHHS Salesforce enterprise assets to develop the assessment and case modules supporting Title IV-E, replacing the aging PowerBuilder modules that support referral, assessment and case. The assessment and case functionality will be based on the existing application and requirements captured through Agile Discovery and Design sessions. The Agile sessions will be designed to elicit requirements to replace workflow, management transparency, ease of use for case workers, overall user experience, and the underlying business and technical architecture. Inputs to the Agile sessions will include the “as is” functionality, State and Federal requirements, and recommendations from DCYF, DoIT and vendor staff. The Agile sessions will be reviewed and evaluated to build DCYF stakeholder requirements consensus.
- b. The Agile sessions results will be used to develop design specifications captured in User Story Documentation. The new assessment and case modules will be the functional

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equivalent of the current system assessment and case modules with enhancements prioritized through the Agile process within the constraints of the project budget.

- c. The assessment architecture and framework will extend usage of the State salesforce enterprise assets. The user interface (UI) will be developed using responsive web design to offer DCYF staff browser-based access designed for a desktop UI and a mobile or tablet UI that adheres to the State and Department's mobile application security compliance. The functions that will be provided through a mobile or tablet device will include features commonly performed remotely by DCYF staff. The responsive design will provide device flexibility for DCYF staff working remotely with internet access.
- d. The migration of functionality to the new Salesforce platform will utilize the existing NH Bridges Oracle database to retain the required table structures to support continuity of downstream functions remaining in the existing Bridges framework. Additionally, there will be a need to extend the current functionality in Bridges to allow process and data synchronization between Bridges and Granite Families. There will be overlapping or shared functionality between the assessment and case modules.
- e. In the current Bridges, there are two separate case modules (CPS and JJ) with largely duplicate business functionality. The State will expect the vendor to recommend a streamlined and efficient approach to providing case functionality for both CPS and JJ users, while minimizing duplicative code.
- f. The State is collaborating with Evident Change to design the new SDM model into the Intake, Assessment and Case modules. This will require updating the existing Granite Families Intake Module with the new SDM model. The Intake and Assessment modules will be implemented at the same time due to the dependencies between the two modules and legacy Bridges (e.g. SDM data flow). The expectation would be for the vendor to recommend any refactoring of the existing Salesforce Intake module needed to support Assessment and areas where standard Salesforce Out of the box functionality could be utilized
- g. The NH Bridges business process functionality to be replaced for CPS assessment, CPS case and JJ case will include but not limited to the following features:
 1. **One Assessment Module**
 - Assignment History
 - Admin Review
 - Client Relationships
 - Abuse/Neglect Information
 - Collateral Information
 - Referral Acceptance
 - Document Imaging and Tracking
 - Assign/Transfer
 - Associated Referrals/Case
 - Law Enforcement Letters
 - Due Process Notification

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- Human Trafficking Episodes
- Reporting
- Find Worker
- Assessment close and open process
- Supervisory Approvals
- USPS Zip code lookup webpage
- Client Search
- Race/Ethnicity Information
- Central Registry Management and Perpetrator Search
- Assessment Findings - Prior Reports
- Contact information
- Collateral Entry and Search
- To Do List
- Referral Narrative
- Medical Information
- Collect Client Demographic Information
- Employment/Education/Military Information
- Finances
- Client - Medical Information
- Service Authorization
- Medicaid Authorization
- Assessment Extension
- Assessment Notes
- Case Connection
- Assessment Findings
- Assessment Closure
- Structured Decision Making (SDM): Immediate Safety, Safety Review and Risk Review
- Response Priority Approval
- Supervisor Approvals
- Workload and Inbox Management
- NCANDS Data Collection
- Restriction of Assessments

2. Case Module(s) (CPS & JJS)

- Worker Assignment History
- Client Relationships
- Collect Client Demographic Information

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- Collateral Information
- Case Contact Log
- Document Imaging and Tracking
- AFCARS Data Collection
- NYTD Data Collection
- Service Authorization & Unpaid Placements
- Removals
- Placement History
- Trial Home Visits
- ASFA
- Provider Information Access\Lookup in Legacy system
- Medicaid Authorization
- Court Information
- Case Plans and Report Templates
- Assign/Transfer
- Associated Referrals/Case
- Human Trafficking Episodes
- Reporting
- Find Worker
- Case close and open process
- Adoption Functionality
 - Sealing of Records
 - Adoption Subsidy
- Supervisory Approvals
- USPS Zip code lookup webpage
- Client Search
- Central Registry and Perpetrator Search
- Contact information
- Collateral Entry and Search
- To Do List
- Medical Information
- Employment/Education/Military Information
- Finances
- Client - Medical Information
- Case Connection
- Case Review and Administrative Review
- ICPC Functionality

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- Structured Decision Making (SDM): In Home Risk Review and Reunification review
- Supervisor Approvals
- Restriction of Cases
- Workload and Inbox Management
- Permanency Planning Functionality

B-4.3 Additional Functionality

As outlined in B1.4.3 Bridges Environment, there is additional supporting functionality that the vendor must consider when designing the new assessment and case modules, which includes but is not limited to interfaces, provider module, claims, reporting and other supporting features that will need to be considered for integration and/or future development.

The two mandatory interfaces will be to the Document Imaging application and to the DHHS Enterprise Master Client Index application. The vendor will be responsible for the ongoing maintenance and support of the Document Imaging process (Kofax), excluding storage to incorporate any API modifications for the legacy system. All other interfaces will be included in Phase III of Granite Families, and not included in this RFP.

B-4.4 Data Quality

The vendor will create and maintain a data dictionary for the CCWIS.

The vendor will adhere to the data quality standards defined in New Hampshire's CCWIS Data Quality Plan.

During development of the Assessment and Case Modules the vendor will work with the State to accomplish specific data quality improvements outlined in the Data Quality Plan.

Upon request, the vendor will make recommendations and/or assist with making improvements to the Data Quality Plan.

The NH CCWIS Data Quality Plan will be supplied to vendor/bidder upon request.

B-4.5 Knowledge Transfer, Training, and Post Implementation Support

- Knowledge management and transfer will be conducted throughout the lifecycle of the project. Each sprint will have a knowledge transfer session for both technical and business teams to ensure State staff are prepared to successfully provide operational support and to maintain the application.
- The contractor will facilitate training for DCYF end-users (business users) to utilize the new assessment and case modules.
- New training materials and training manual specific to the business usage of the CCWIS will be created and used for this training.

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- New user guide to the business usage of the CCWIS will be created and used for this knowledge transfer and operational support.
- Post Implementation Support – To facilitate operational stability, knowledge transfer, and refinement of new CCWIS platform the vendor will provide support services.

B-4.6 Solutions Architecture

Fundamental to addressing these business needs, is ensuring access to a flexible CCWIS that will enable the Department to respond to the constant change introduced by State and federal legislative mandates. The CCWIS must be scalable to facilitate faster and more responsive change. The system must be a modular design methodology that will significantly improve the management and oversight of the program staff business. The Department requires the CCWIS will meet or exceed the requirements of the new federal CCWIS regulations as well as to comply with modifications to the federal CCWIS requirements during the term of the contract period. Depending on the scope of the change, the price may be negotiable as a change request.

- Cloud based Salesforce solution
- MuleSoft for integration layer
- Integration between the Granite Families assessment and case modules
- Capable of integrating with document imaging solution (Kofax/OnBase)
- New modules will exchange data with legacy modules to support downstream functionality in the legacy application as modules implemented incrementally
- Integration with IBM MDM (Master Client Index)
- Integration with Evident Change SDM
- Integration with existing EBI platform using Informatica to load Oracle and Tableau for executive reporting
- Federal reporting for Child Welfare (e.g. AFCARS/NCANDS/NYTD)

B-4.6.1. The solution architecture proposed in SOW defines the proposed future of the CCWIS. Architecturally, the system design includes a separation of layers and other technical architecture design considerations that support a loosely coupled architecture. The proposed architecture streamlines the use of Out of the Box (OOB) components/objects, reuses services across channels and systems, and enhances modularity for simplified system maintenance and enhancement. The enhanced architecture of the proposed Salesforce based CCWIS will use the existing DHHS assets which will support flexibility, extensibility, service-oriented architecture (SOA), scalability and security. The system will be architected on cloud containing various tiers:

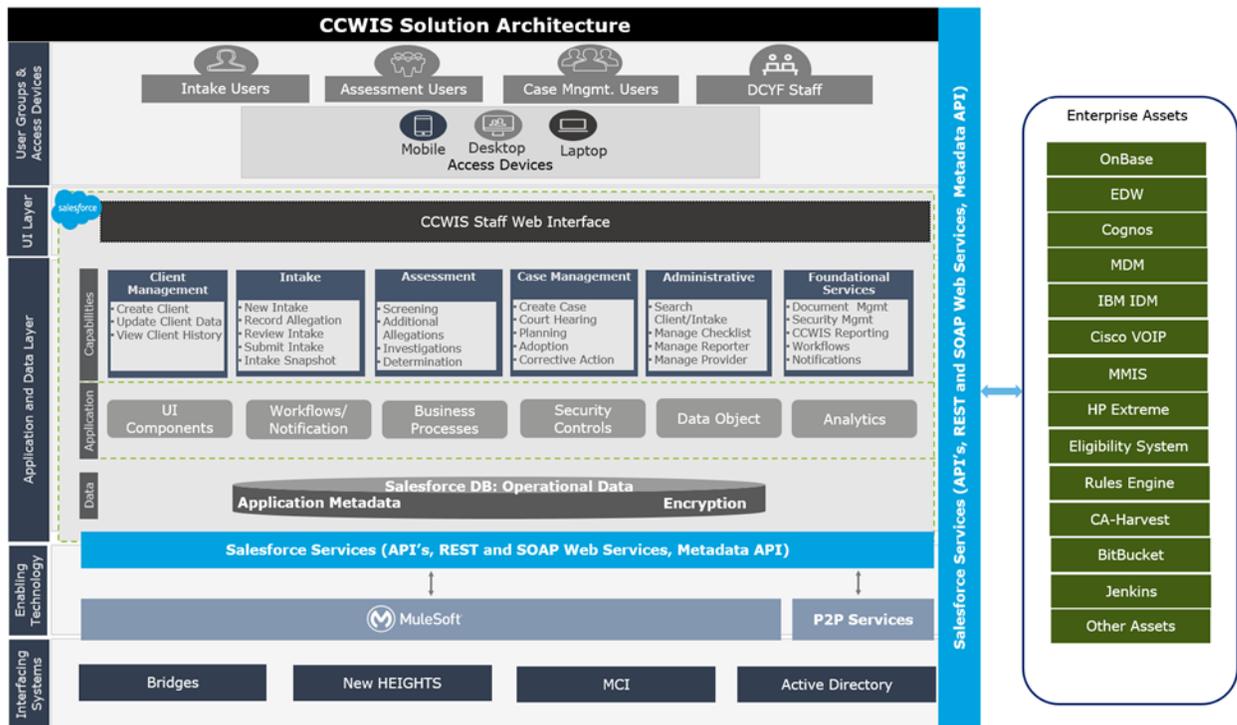
- User Groups and Access Channel – End users and access mechanism to application
- Presentation Layer – End user interface (UI)
- Application & Data Layer – Contains functional capabilities, application features, and data
- Enabling Technology – The Application Programming Interface (API) layer

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- Interfacing System Layers – The boundary systems that may require data exchange
- Data Layer – Storage of system data

B-4.6.2. The migration of functionality to the new framework will utilize the existing DHHS enterprise assets and NH Bridges Oracle database and retain the required table structures to support continuity of downstream functions remaining in the existing Bridges framework.

B-4.6.3. The architecture will be designed to make the most effective use of the capabilities of each of the tiers and to provide tier independence. Tier independence isolates changes in one tier from other tiers to the extent possible and simplifies application development and maintenance. The following diagram illustrates the conceptual architecture of the CCWIS.



Note Cognos is in the process of being decommissioned.

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B-4.7 Proposed System Architecture Overview

The following table lists the users, solution layer and describes their corresponding role in the technical architecture.

Table B-4.7 Proposed System Architecture Overview	
Solution Layer	Supported Capabilities
User Groups	<ul style="list-style-type: none"> • Intake Users – Intake users are responsible to capture referral information and enter first contact data about an incident. Once intake data is captured intake will be reviewed by intake supervisors before an assessment. • Assessment Users – Include assessment users and supervisors to complete referral assessment and make a determination if opening a case is required or not. • CPS and JJ Case Management Users – Case workers and supervisors constitute this group of users • DYCF Staff – The staff members of different programs to access the system for reporting and data review.
Access Channels	<ul style="list-style-type: none"> • The solution must be device agnostic, capable of being accessed from mobile and computer devices using web browsers.
UI Layer	<ul style="list-style-type: none"> • Web based application accessible through all leading modern browsers. • Same user interfaces are available from desktop, laptop, and mobile devices without any additional development or loss of functionality.
Application and Data Layer	<ul style="list-style-type: none"> • Core Application platform that includes all the business processes and data layer. • Identity and Access management to the application. • Functional capabilities of the intake, assessment, case management and related operations including end-user access (UI/UX) is built on this platform. • Salesforce Platform cloud to be used by the DYCF staff users. • Salesforce will provide native analytics for DCYF reporting. • Data related to the applications are also stored within Salesforce platform. • Data is stored securely within Salesforce cloud infrastructure, with the capability of industry standard encryption for PII/PHI and sensitive data.
Enabling Technology	<ul style="list-style-type: none"> • Salesforce APIs provide REST or SOAP based access enables any system or tool that supports web service to connect to Salesforce platform

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	<ul style="list-style-type: none"> • MuleSoft will be used to integrate external systems as well as support data conversion • MuleSoft’s integration software connects to external interfaces and provides a foundation for interface evolution and new interfaces in the future • Where integration through Mulesoft is not feasible point-to-point integration from Salesforce or some other integration method will have be provided
Interfacing Systems	<ul style="list-style-type: none"> • Different boundary systems such as Bridges, MMIS, New HEIGHTS Eligibility, NECSES, NHSEIS, MCI, Active Directory, OnBase, Kofax, and other enterprise services or third party services

B-4.8 Project Management Plan

Retaining Agile methodology, key activities will be managed using a structured project management methodology including:

- Adherence to established State project management and application development standards and best practices
- Lifecycle management and (defect/change) tracking by project using the methods and tools established for Granite Families. JIRA is the current tool used, however, the state may transition to another tool.
- Risk/issue status and tracking
- Weekly joint delivery and State team lead project status meetings and reporting
- Weekly Project Management reporting and status meeting

B-4.8.1. Activity 1 – Project/Contract Management and Support

a. Task 1 – Perform Project Management Functions

1. Requirements of Task

Throughout the execution of the project, the State’s project management team (which is comprised of the Granite Families Project Manager, DoIT Technical Manager, and core State staff and contracted Subject Matter Experts) will:

- Provide oversight for the activities conducted by the Contractor
- Provide review and approval of deliverables
- Help ensure the Contractor’s access to critical State resources
- Facilitate ongoing status reporting and conduct periodic project reviews
- Serve as liaison to federal partner agencies, DHHS executive staff, systems external to DCYF, DoIT, and State regulatory agencies
- Procure hardware, software and infrastructure required to deliver the scope of work

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- Manage the Technical Support Group (TSG) infrastructure services required to deliver the scope of work
- Conduct scope management in conjunction with the Contractor

The Contractor is generally responsible for managing the overall contract execution, including but not limited to:

- Financial management – producing bills/invoices
- Contributes inputs to the APD, DQP and other similar artifacts.
- Management of the State’s Project Management tool
- Adhere to Agile Methodology (SCRUM meetings, Stand-up, SPRINT Planning, Back-log Grooming and Retrospective Meetings)
- Executive level presentations as needed
- Subcontractor management – managing subcontractors, contracts, and relationships
- Scope management in conjunction with State staff
- Delivery management in conjunction with State staff

2. Deliverables from Task

Project tracking using the Granite Families workflow

- Issue and risk management
- Resource time (effort) tracking/reporting
- Producing and processing bills/invoices using standard procedures established by the State
- Status Reports – due to the State Project Manager on a day to be identified of each week for prior week’s activities. Written status reports shall include:
 - Major accomplishments
 - Major upcoming work
 - Significant issues and concerns for the overall project

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the project management functions/tasks.

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Table B-4.8.1 Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Develop processes and procedures for development of the Project Plan	State, Contractor
Create the Project Plan content	Contractor
Execute and control the project	State, Contractor
Provide tools to facilitate the planning, execution, and control of the project	State
Participate in project status meetings	State, Contractor
Manage subcontractors	Contractor
Submit invoices	Contractor
Review, approve, and pay invoices	State
Provide the State Project Manager with a primary point of accountability for all Contractor activities	Contractor
Participate as critical members of the project management team	State, Contractor
Provide status reports for all Contractor activities, tasks, and deliverables	Contractor
Provide access to stakeholders and make project decisions based on the timelines agreed upon in the project plan	State

B-4.8.2. Activity 2 – Technical Planning and Support

a. Task 1 – Define and Procure Application Infrastructure

1. Requirements of Task

Develop a technical architecture to support development, testing, training, and production of the proposed solution by project.

The Technical Architecture Plan will include:

- Required hardware and infrastructure specifications
- Required new software specifications, including number of licenses and versions
- Comparative analysis on “out of the box” (OOB) vs custom fit for DCYF business needs

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2. Deliverables from Task

- Technical Architecture Procurement Plan – due prior to procuring infrastructure components with sufficient lead time for acquisition
- Information Security Plan - due prior to procuring infrastructure components with sufficient lead time for acquisition

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the application architecture procurement functions/tasks.

Table B-4.8.2a Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Produce Technical Architecture Procurement Plan	State, Technical Support Group (TSG), Contractor
Procure all Granite Families hardware and software	State
Produce Information Security Plan	Contractor
Review deliverables	State

b. Task 2 – Install, Configure, and Maintain Technical Environments

1. Requirements of Task

The Contractor will be responsible for collaborating with DCYF, DoIT, TSG, and Web Services Division (WSD) for the application to configure and install the technical environments for the Granite Families project during the scope of the project.

2. Deliverables from Task

- Capacity Plan – initial draft; updated as required thereafter
- Configuration Management (CM) Plan – initial draft; updated as required thereafter
- Technical Environments – due for each identified environment per timeframe outlined in Contractor’s approved Project Plan
- IT Issue and Incident Response Management Plan – initial draft; updated as required thereafter

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3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the installation, configuration, and maintenance technical functions/tasks.

Table B-4.8.2b Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Setup/install/configure hardware and software for identified environments	State, DoIT, WSD & TSG
Assist in setup/installation/configuration of technical environments	State, DoIT, WSD & TSG
Maintain and support Granite Families technical environments	State, DoIT, WSD & TSG
Develop Capacity Plans	State, DoIT, WSD & Contractor
Provide input for capacity planning	State, DoIT, WSD & Contractor
Provide configuration items to enable builds and promotions	State, DoIT, WSD & TSG
Build an Incident Response Framework	State, DoIT, WSD & TSG
Build and promote application	State, DoIT & WSD
Develop Configuration Management Plan	State, DoIT & Contractor
Monitor/enforce adherence to Configuration Management Plan	State, DoIT, WSD & Contractor

B-4.8.3. Activity 3 – Requirements Definition & Design

a. Task 1 – Perform Requirements and Design Definition

1. Requirements of Task

The functional requirements will be driven using Agile methodology. The State will be responsible for providing Subject Matter Experts and other analysts to define and clarify requirements for new functionality included in the scope of work.

The design task is intended to translate requirements into a set of deliverables that can be used to drive and support the building of software artifacts – code, configuration data, and rules. For new functionality, each standard unit of development effort—whether an iteration cycle, a milestone, a functional module, or a release—will be completed using

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the Granite Families User Story Documents which will typically require the following items:

- A list of proposed schema changes
- Web page mockups for new pages and pages with modified functionality
- Business rules and logic definitions
- Configuration changes in Granite Families or framework to enable the necessary functionality
- Descriptions of common user interface objects such as menus and other navigational items

2. Deliverables from Task

User Story Documents – identifies new or changed business processes based on the agreed upon requirements and design.

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the analysis and requirements definition functions/tasks.

Table B-4.8.3a Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Provide access to business Subject Matter Experts on current State business policy and procedure as required in support of new functionality requirements definition	State
Create and maintain the logical and physical data model	State, DoIT, WSD & Contractor
Provide change control documentation for new functions	Contractor
Approve requirements and design for new functionality	State
Business owner Sprint sign-off to approve vendor invoicing	DCYF

b. Task 2 – Define “As-Is” Workflow

1. Requirements of Task

- The Contractor, in collaboration with State-DCYF, will study and document the “as-is” workflow

2. Deliverables from Task

- High level workflows including actors, channels of communication, documents utilized and processes completed

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3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the “as-is” workflow definition functions/tasks.

Table B-4.8.3b Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Provide access to business Subject Matter Experts on current State business policy and procedure as required in support of new functionality requirements definition	State
Create and maintain the logical and physical data model	State, DoIT, WSD & Contractor
Provide change control documentation for new functions	Contractor
Approve requirements and design for new functionality	State
Business owner Sprint sign-off to approve vendor invoicing	DCYF

c. Task 3 – Define “To-Be” Workflow

1. Requirements of Task

The Contractor will utilize the output of the “As Is” analysis and Agile in collaboration with the State DCYF and DoIT team to:

- Identify the target workflow including the time of document capture (before processing, after processing or on closure), the location of capture (remote, centralized, or local) the distribution of work, and priority of work
- Identify the potential areas of improvement and process streamline during assessment and case
- Perform Gap Analysis

2. Deliverables from Task

- High level workflows including actors, channels of communication, documents utilized and processes completed for assessment and case
- Technical Architecture – due prior to procuring infrastructure components with sufficient lead time for acquisition
- Conversion Strategy – identifies the strategy to convert the existing data based on the agreed upon requirements and design and to convert or bridge assessment and case data to support new functionality and downstream functions
- • Document Gap Analysis and propose workflow solutions

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3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the “to-be” study definition functions/tasks.

Table B-4.8.3c Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Create & maintain technical architecture	Contractor
Review & approve technology architecture	State - DoIT
Business owner Sprint sign-off to approve vendor invoicing	DCYF

d. Task 4 – Perform Requirements and Design Definition

1. Requirements of Task

The functional requirements will be driven using Agile sessions. The State will be responsible for providing Subject Matter Experts and other analysts to define and clarify requirements for new functionality included in the scope of work.

The design task is intended to translate requirements into a set of deliverables that can be used to drive and support the building of software artifacts – code, configuration data, and rules, which will typically require the following items:

- A list of proposed schema changes
- Web page mockups for new pages and pages with modified functionality
- Business rules and logic definitions
- Configuration changes in the application or framework to enable the necessary functionality
- Descriptions of common user interface objects such as menus and other navigational items

2. Deliverables from Task

Change Control Document – identifies new or changed business processes based on the agreed upon requirements and design

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the analysis and requirements definition functions/tasks.

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Table B-4.8.3d. Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Identify Agile participants	State - DCYF
Schedule Agile sessions	State/Vendor
Facilitate Agile sessions	Contractor
Create/maintain project documentation and the Responsible, Accountable, Consulted and Informed (RAACI) chart	Contractor
Complete change control document (CCD)	Contractor
State DoIT staff to provide required CCD inputs for changes to the existing NH Bridges domain including Oracle database, PowerBuilder, APIs and other potential changes to the existing domain required for interoperability with the new framework and functions	State - DoIT
Complete Technical Specification document	Contractor
Review & approve CCD	State - DCYF
Review & approve technical specification	State - DoIT
Business owner Sprint sign-off to approve vendor invoicing	DCYF

B-4.8.4. Activity 4 – Application Development

a. **Task 1 – Build and Unit Test System**

1. **Requirements of Task**

The Contractor will have responsibility for developing Granite Families source code, configuration data with respect to frameworks, rules, and the creation of build inputs for migration through the various environments. The Contractor shall Unit test all of the resulting artifacts.

In addition to Unit testing, the Development Team shall perform Integration testing in the Development environment when units of work are deployed as an integrated build.

The Contractor will mark components as ready for State Systems testing once Unit and Integration testing are complete. Components will be marked for migration to Regression and Production based on State approval.

2. **Deliverables from Task**

Software artifacts – timeframe to be determined based on Contractor’s methodology and project schedule

3. **Roles and Responsibilities Related to Task**

The following table designates the responsible party/parties for each of the application development functions/tasks.

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Table B-4.8.4a. Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Construct all software artifacts	Contractor
Unit test software artifacts	Contractor
Integration test software artifacts	Contractor
Initiate/submit database change requests	Contractor
Approve database change requests	State
Apply database change requests	DoIT, WSD & Contractor
Complete configuration and build management	DoIT, WSD & Contractor
Business owner Sprint sign-off to approve vendor invoicing	DCYF

B-4.8.5. Activity 5 – Testing

a. **Task 1 – Develop Test Plan**

1. **Requirements of Task**

- The Contractor is required to create test scenario scripts for each User Story. The Contractor is required to complete Unit and Integration testing.

2. **Deliverables from Task**

- Comprehensive test scenario script for each User Story. Test software for in integration test for migration to Systems test

3. **Roles and Responsibilities Related to Task**

The following table designates the responsible party/parties for each of the testing functions/tasks.

Table B-4.8.5a	
Function/Task	Responsibility
Complete Unit and Integration testing; Submit approval for migration	Contractor
Develop Systems and Regression test plan using State staff and using resources provided through staff augmentation	State
Business owner Sprint sign-off to approve vendor invoicing	DCYF

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b. Task 2 – System and Regression Test

1. Requirements of Task

The State will execute Systems and Regression tests in accordance with the test plans developed by the State.

2. Deliverables from Task

- Systems Test Results Document – due at the completion of the Systems test cycle
- Regression Test Results Document – due at the completion of the Regression test cycle
- Production-ready system – due at the completion of Regression testing

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the Systems and Regression testing functions/tasks.

Table B-4.8.5b Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Execute functional test plans	Contractor and State
Execute test plans	State
Document test results	State
Review and approve test results	State
Business owner Sprint sign-off to approve vendor invoicing	DCYF

c. Task 3 – User Acceptance Testing

1. Requirements of Task

The State will execute user acceptance testing (UAT) in accordance with the test plans developed by the State. Components will be marked for migration to Production based on State approval.

2. Deliverables from Task

- User Acceptance Testing result document – due at the completion of the UAT
- Production-ready system – due at the completion of the UAT

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the Systems and Regression testing functions/tasks.

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Table B-4.8.5c Roles and Responsibilities to Task	
Function/Task	Responsibility
Complete user acceptance testing	State – DCYF and DoIT
Document test results	State – DCYF and DoIT
Review and approve test results	State – DCYF and DoIT
Business owner Sprint sign-off to approve vendor invoicing	DCYF

B-4.8.6. Activity 6 – Perform Software Implementation

1. Requirements of Task

The Contractor is responsible for submitting promotion requests for migration to UAT and Production and will be responsible for submitting and managing promotions to lower regions.

2. Deliverables from Task

Software Promotion Approval - due prior to each release for State approval

3. Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the software promotion functions/tasks.

Table B-4.8.6 Roles and Responsibilities Related to Task	
Function/Task	Responsibility
Complete Post implementation Review (PIR) activities <ul style="list-style-type: none"> • Validate code deployment • Verify any Database and Reference Table updates Complete any PIR test cases	Contractor, State DoIT and DCYF
Monitor production defect resolution and migration to higher regions and ensure timely migration requests are submitted	Contractor
Follow up with Granite Families business team to ensure PIR activities are completed and project is closed	Contractor
Business owner Sprint sign-off to approve vendor invoicing	DCYF

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B-5. Assumptions

- a. Contractor support for Systems and Regression testing includes defect correction, cycle execution, and staff augmentation within the constraints of full time equivalent (FTE) months allocated to quality assurance.
- b. The Contractor will develop training plans, materials, training manual and programs in support of work associated with this Agreement.
- c. The Contractor will execute training plans, materials, and programs in support of work associated with this Agreement.
- d. Milestone and deliverable dates of this agreement and the Project Plan shall be regarded as estimates. The Contractor shall use diligent efforts to meet such dates and shall notify the State promptly if significant delays are encountered in completing the services or deliverables.
- e. The management team will manage to the overall project hours and/or augment with maintenance team support or additional resources using the change order process.
- f. The State will be responsible for executing the data risk remediation plan. The Contractor will develop the plan and coordinate the efforts across DHHS and DoIT, however will not directly manipulate files, folders and/or access to them.
- g. The procurement of all platform infrastructure, hardware, and software will be completed by DHHS per a jointly agreed upon timeline.
- h. If required, DoIT and the DoIT Technical Service Group (TSG) will complete installation and initial configuration of on premise hardware/software to be deployed in the DoIT data center.
- i. DHHS and DoIT to provide infrastructure, including hardware, software and platform support through the DoIT Technical Service Group (TSG)
- j. Existing NH Bridges reporting will continue to be utilized with data replication from assessment and case to existing table and/or replacement of select reports based on joint consensus of the Contractor and State
- k. NH Bridges batch and PL/SQL will continue to be utilized where the underlying NH Bridges tables are re-used in the new processes or populated for downstream usage in NH Bridges
- l. The State enterprise assets will be used as project accelerators if possible.
- m. The Contractor will recommend Salesforce accelerators that have been proven in other CCWIS solutions.

B-6. Deliverables

- a. The State will approve all Deliverables (Sprints) according to the review process described below.
- b. Each User Story within a Sprint will require approval from the business. The business must sign-off on each User Story.
- c. Within an agreed upon time from the receipt of a Deliverable, the State will provide the Contractor with written approval (sign-off) of such Deliverable or a written statement of

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conditional approval (in which case the State will proceed to pay the Contractor for the Deliverable) or rejection, which identifies in reasonable detail the deficiencies preventing approval without condition (the “Deficiencies”). The review process begins with receipt of the Deliverable by the State. The date of receipt is the first working day after the date of delivery to the State.

- d. Within an agreed upon time the Contractor’s receipt of a notice of Deficiencies, it will clarify with the State the reasons for conditional approval or rejection. The Contractor will have thirty working days from the end of the clarification period to complete corrective actions in order for such Deliverable to conform in all material respects to the applicable Specifications. Within five working days of the State’s receipt thereof, it will complete its review of the corrected Deliverable and notify the Contractor in writing of acceptance, conditional acceptance, or rejection.
- e. The Contractor shall be entitled to rely on Deliverable approval for purposes of subsequent stages of Contractor's performance.

B-7. Activity, Deliverable, or Milestone

Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-7: Activity, Deliverable, or Milestones.

Table B-7: ACTIVITY, DELIVERABLE, OR MILESTONES		
DELIVERABLES		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Information Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Systems Security Pan	Written
10	Testing Plan	Written

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11	Data Conversion Plan and Design	Written
12	Deployment Plan	Written
13	Disaster Recovery Plan	Written
14	Comprehensive Training Plan and Curriculum	Written
15	End User Support Plan	Written
16	Business Continuity Plan	Written
17	Documentation of Operational Procedures	Written
INSTALLATION		
18	Provide Software Licenses if needed	Written
19	Provide Fully Tested Data Conversion Software	Software
20	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
21	Conduct Integration Testing	Non-Software
22	Conduct User Acceptance Testing	Non-Software
23	Perform Production Tests	Non-Software
24	Test In-Bound and Out-Bound Interfaces	Software
25	Conduct System Performance (Load/Stress) Testing	Non-Software
26	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
27	Security Risk Assessment Report	Written
28	Security Authorization Package	Written
SYSTEM DEPLOYMENT		
29	Converted Data Loaded into Production Environment	Software
30	Provide Tools for Backup and Recovery of all Applications and Data	Software
31	Conduct Training	Non-Software

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32	Cutover to New Software	Non-Software
33	Provide Documentation	Written
34	Execute System Security Plan	Non-Software
OPERATIONS		
35	Ongoing Support & Maintenance	Software
36	Conduct Project Exit Meeting	Non-Software

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APPENDIX C – TOPICS FOR MANDATORY RESPONSES

APPENDIX C: TOPICS FOR MANDATORY RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors should limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A recommended page limit is identified for each topic.

TABLE C: Topics	
	RECOMMENDED PAGE LIMIT
C-1 Proposed Software Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	10
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
C-2 Security and Protection of Data	
Topic 5 – Information Security	7
Topic 6 – System Security	5
Topic 7 – Security Testing	3
Topic 8 – Security Risk Assessment	5
Topic 9 – Historical Data	5
C3 Data Quality	
Topic 10 – Approach to Application Data Quality	2
C-4 State Personnel and Training	
Topic 11 – User Training Approach	3
Topic 12 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
C-5 Project Execution	
Topic 13 – Implementation Approach	10

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Topic 14 – Testing	6
Topic 15 – Migration Strategy	5
Topic 16 – Environment Setup and Cost Model	5
C-6 Project Management	
Topic 17 – System Acceptance Criteria	6
Topic 18 – Work Plan, Status Meetings and Reports	No Limit
Topic 19 – Project Risk and Issue Management	5
Topic 20 – Scope Control	5
Topic 21 – Quality Assurance Approach	5
C-7 Ongoing Operations For State Hosted Solution	
Topic 22 – State Hosted System	5
Topic 23 – Backup and Recovery	2
Topic 24 – Assurance of Business Continuity Plan	3
Topic 25 – Disaster Recovery Plan	10
Topic 26 – Support and Maintenance for State Hosted Application	2

C-1. Proposed Software Solution

TOPIC 1 DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

Provide a detailed description of your proposed Software Solution, including features and functionality.

1. Describe how your Solution meets both the business and technical requirements in Appendix B Business and Technical Requirements.
2. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
3. Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.
4. The State is interested in a comparative analysis of the Level of Effort (LOE) of the CCWIS Assessment and Case Modules described in Appendix B: Business / Technical Requirements and Deliverables. Please state your analysis/recommendations.

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5. Describe any experience/expertise specific to CCWIS, SACWIS and/or a Juvenile Justice System within your organization.
6. Describe your relevant experience, with emphasis in the area of developing and deploying a CCWIS or certified SACWIS of at least similar size, scope, and complexity as NH, as well as familiarity with related technologies in the last 5 years.
7. Provide an overview of your experience with Child Welfare federal reporting (e.g. Adoption and Foster Care Analysis and Reporting System (AFCARS) and The National Child Abuse and Neglect Data System (NCANDS)).

TOPIC 2 **TECHNICAL ARCHITECTURE**

The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
3. How will the proposed software Solution be accessed (i.e. Web Browser over Internet)?
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.
6. Is your product dependent on an existing solution not included in this proposal?
7. What components of the Software, such as Middleware, are proprietary?
8. Describe any hardware requirements associated with the hardware Solution.
9. Demonstrate expertise by including suite of use cases, opportunities to improve the child welfare business process, and where applicable sample artifacts (e.g. dashboard, genome mapping, etc.), sample child welfare test plans, etc. with supporting experience to demonstrative evidence of child welfare domain expertise
10. Has the vendor completed a CCWIS or maintained a SACWIS or implemented a DHHS application in Salesforce?
11. Provide all details on vendor qualifications as outlined in Appendix D.
12. Provide an overview of your experience with Child Welfare federal reporting (e.g. Adoption and Foster Care Analysis and Reporting System (AFCARS) and The National Child Abuse and Neglect Data System (NCANDS)).
13. Please describe your experience integrating solutions as part of a strategic agency Enterprise application.
14. Please describe your experience developing interoperability between State agencies (e.g. interfaces, shared modules) (preferably on similar or like systems).
15. Describe any “wraparound” systems/services that you offer/recommend to augment functionality to include the claims payment process such as front-end document imaging, OCR, claims re-

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bundling, credentialing, Structured Decision Making (SDM) or medical management. If any of these systems are third party systems, please note.

16. Please describe any project(s) that your company implemented with Salesforce and Mulesoft integration with legacy HHS platform.

TOPIC 3 CCWIS APPLICATION RELEASES/UPDATES

The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

1. How is the content of future releases determined? Required maintenance, security, user input?
2. Describe a typical communication plan for Releases in similar projects.
3. Describe a typical implementation plan for releases, including provisions for intensified support during the immediate period after the release.

TOPIC 4 DATA IMPORT/EXPORT STANDARDS

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces identified in Appendix J: Attachment 1: Business and Technical Requirements Spreadsheet.

1. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
2. What standard Interface formats are used with the proposed Software. What degree of flexibility is available?
3. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
4. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
5. Are there any constraints upon the timing of batch Interfaces?
6. Provide an attachment with Data flow diagrams.

C-2. Security and Protection of Data

TOPIC 5 INFORMATION SECURITY

The State will evaluate the vendor's understanding and implementation of information security controls required to safeguard the security and confidentiality of data from risk.

Provide detailed responses to the following:

1. Describe your firm's strategy with regards to managing client information.

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2. How do you safeguard client information at your firm?
3. Does your firm have a comprehensive security risk management structure for the management of client information?
4. Describe your firm's approach to the management of information security.
5. Does your firm have a current and enforced information security management policy?
6. Does your firm have an Information Security Incident and Response plan and process in place for firm and client system and/or data?
7. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
8. List the type of documented information security policies that your firm has in place.
9. Does your firm follow NIST 800-53 standards?
10. Has your firm experienced any information security breaches, ransomware, phishing, or malware incidents?
11. Have you ever had any security incidents or events with a third-party vendor?
12. Does your firm have a third-party management strategy or policy?
13. List and describe which third-party vendors you would share our information with.
14. What security controls/practices do you have in place to safeguard the security and confidentiality of our data with third-party vendors?
15. Describe the process you have in place for sharing BAA, security requirements, and other agreements you have entered into with third-party vendors who will be required to adhere to the terms and conditions of those agreements.

TOPIC 6 **SYSTEM SECURITY**

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality, availability and integrity of its valued asset, Data.

Describe the System security design and architectural features incorporated into the proposed Software including:

1. The identification and authentication methods used to ensure that users and any interfacing Applications are identified and that their identities are properly verified.
2. The authorization methods used to ensure that users and client Applications can only access Data and Services for which they have been properly authorized.
3. The immunity methods used to ensure that unauthorized malicious programs (e.g., Viruses, worms and Trojan horses) do not infect the Application.
4. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
5. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.

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6. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
7. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
8. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
9. The testing methods conducted to Load and Stress Test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
10. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
11. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
12. The notification and escalation process in the event of an intrusion.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. What availability measures are employed to protect timely and uninterrupted access to the system?
3. To what degree does your approach rely on System assurance capabilities?
4. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

TOPIC 7 SECURITY TESTING

The State will evaluate the Vendor’s approach to Security Testing.

Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.

1. How can you ensure the security and confidentiality of the State Data collected on the system?
2. What security validation Documentation will be shared with the State?
3. Do you use internal or external resources to conduct Security Testing?

TOPIC 8 SECURITY RISK ASSESSMENT

The State will evaluate the Vendor’s approach to Security Risk Assessment and Management.

Describe the strategy and security risk management tools your firm employs to identify, mitigate and remediate security vulnerabilities. Provide detailed responses to the following:

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1. If the system requires the engagement of a Cloud Service Provider do use SOC 2 reports as part of your strategy to assess that effective security controls are in place, as well as, to address security risks as it relates to security, availability, processing integrity, confidentiality and privacy?
2. Does your firm have an Information Security Risk Management Plan?
3. Which security risk model or framework does your firm use?
4. Describe your firm’s security risk assessment policy and process for client projects.
5. Does your firm employ risk assessment tools to monitor for potential risk to client systems and data?
6. In regards to client projects, does your firm perform a security risk assessment after a new or major system change is made prior to going into production? What is the process if a vulnerability is detected?

TOPIC 9 **HISTORICAL DATA**

The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.

1. Describe your data conversion/migration approach.
2. Describe in detail the manner in which users and System Administrators can view transactional Data.
3. Describe your experience with organizations similar to the Division for Children Youth and Families and discuss what historical Data they have and have not converted/migrated into the new system.
4. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help the Division for Children Youth and Families determine the right number of years to convert.

C-3. Data Quality

TOPIC 10 **DATA QUALITY APPROACH**

The state will evaluate whether the approach to Data Quality will support the agency’s data quality standards and plan.

1. Describe the data quality approach used in a previous project. Include a sample data quality plan if possible.
2. What approach does the vendor use to align with federal data quality plan requirements?

C-4. State Personnel And Training

TOPIC 11 **USER TRAINING APPROACH**

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

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1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.
2. Describe in detail the Documentation that will be available to support the training of users of your proposed Solution. For example, help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are. Provide examples of documentation from similar projects if applicable.
3. Provide your experience with adherence to State standards, minimization of impact on State staff, minimization of impact on providers and recipients. Additionally, please describe your experience staffing a project of this size with your company's personnel.

TOPIC 12 **PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER**

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.
2. Provide an overview of Project Team interactions and dependencies between functions.
3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.
4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

C-5. Project Execution

TOPIC 13 **IMPLEMENTATION APPROACH**

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.

Provide one or more feasible Implementation Plans. For each plan provided:

1. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
2. Discuss cost implications of the plan, including implications on maintenance fees and available implementation options that would lower costs
3. Address the level of risk associated with each plan.
4. Why is this the approach you recommend?

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5. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project – i.e. SharePoint, Portal.
6. Describe any technology that you have used to address the challenges inherent in meeting the demands of an environment consisting of constant regulatory changes, with expanding requirements for data sharing. The State’s specific interests include: Web functionality; new technologies/architectures developed and implemented for Child Welfare or other related programs that resulted in program savings, greater staff efficiency, error reduction, and similar benefits; development strategies and technology that achieve a rapid turn-around time for incorporating regulatory changes.
7. The State considers this a complex project that may span an extended period of time and requires both capability and commitment from a vendor. The State is interested in gaining a better understanding of your approaches to managing a similar project. Because the State is familiar with standard system development methodologies, the preferred emphasis is on an explanation of the rationale for timeline decisions and insight into your strategies and concerns for managing the timeline.

TOPIC 14 TESTING

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all “areas of testing” (refer to Terms and Definitions), security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the following testing phases will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

Provide full detail on the testing methodology proposed.

1. Describe in detail the end to end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				

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System preparation				
Unit Testing				
System integration testing				
Defect tracking				
etc.				

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined three (3) levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
7. What tools will be used to document and track status of suspected Defects?
8. What role will the State play in classification and prioritization of Defects?
9. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed Project as an appendix.
11. Will System performance be measured and documented using the State’s infrastructure and Data? If yes, how?

TOPIC 15 MIGRATION STRATEGY

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from legacy system to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.

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6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 16 **ENVIRONMENT SETUP AND COST MODEL**

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the State Hosted Solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)
5. Please provide suggestions and considerations for the State to evaluate as we develop the cost model and associated evaluation criteria. Describe your pricing/reimbursement methodology. Include a copy of your “boiler plate” customer contractual agreement.
6. Discuss the costs and benefits inherent in your services and compare them using the Federal Revenue Funding Stream Models (IV-E, Medicaid, CCDF etc.).

C-6. Project Management

TOPIC 17 **SYSTEM ACCEPTANCE CRITERIA**

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State final Acceptance of the System.
2. Discuss how the proposed criteria serve the interest of the State.

TOPIC 18 **WORK PLAN, STATUS MEETINGS AND REPORTS**

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally,

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the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

1. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate status meetings and Reports, and include other Deliverables that you, based on experience, would recommend be developed on this Project.
2. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
3. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - a. All assumptions upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor’s team identified by role to specific tasks; and
 - d. Critical success factors for the Project.
4. Discuss how this Work Plan will be used and State access to Plan details.
5. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule, project expenses incurred to date, and within budget.
6. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

The State believes that effective communication and Reporting are essential to Project success. As reasonably requested by the State, Vendor shall provide the State with information or Reports regarding the Project. Vendor shall prepare special Reports and presentations relating to Project Management, and shall assist the State in preparing Reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

1. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
2. Describe how you will Report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

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TOPIC 19 **PROJECT RISK AND ISSUE MANAGEMENT**

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

1. Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

TOPIC 20 **SCOPE CONTROL**

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

TOPIC 21 **QUALITY ASSURANCE APPROACH**

The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software).

Discussion should include but not be limited to:

1. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
2. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
3. Testing of Software Deliverables prior to submission for Acceptance Testing.

C-7. Ongoing Operations For State Hosted Application

TOPIC 22 **STATE HOSTED APPLICATION**

Describe the service model being offered.

1. The State requires the Service provider to use web services exclusively to Interface with the State of New Hampshire’s Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.
2. The service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of

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Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:

- a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
 - b. business continuity and disaster recovery plan;
 - c. Security incident or Data Breach notification,
 - d. change control and maintenance,
 - e. patching and upgrades
3. Describe how the Service Provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
4. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this contract.
5. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in the future Service Level Agreement (SLA) which will be developed in the contract phase. The State also requires the Service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

TOPIC 23 BACKUP AND RECOVERY

The State seeks a sound Backup and Recovery provision as part of the Solution.

1. Describe the tools used for Backup and Recovery of Applications and Data.
2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
 - a. Use of and method for logging and journaling;
 - b. Single points of failure and recommended approaches for their elimination;
 - c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
4. Explain your high-level methodology for creation of a Disaster Recovery Plan.
5. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

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6. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
7. Will the Solution include the option to have the collected Data stored at the Vendor’s site, at the State site or both?

TOPIC 24 ASSURANCE OF BUSINESS CONTINUITY PLAN

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and it’s potential for Implementation (cost effective and easy to implement).

1. Provide a plan for business continuity if a disruption occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

TOPIC 25 DISASTER RECOVERY PLAN (INCLUDE PANDEMIC SECTION)

The State will evaluate the degree to which the proposed plan covers all essential and critical infrastructure elements, systems and networks, in accordance with key business activates listed herein and the potential for Implementation (cost effective and realistic implementation).

1. Provide a robust and realistic disaster recovery plan for maintaining IT continuity in the event human, material, cost, and/or IT resources are unavailable, destroyed or significantly damaged. This plan should include, at a minimum:
 - a. Recovery for IT hardware, data, and physical space in which the IT infrastructure is stored.
 - b. Security controls for confidential data.
 - c. A Hazard and Risk Assessment (identification of potential hazards, probability of occurrence and analysis of what could happen if a hazard occurs).
 - d. A projection of the testing, exercise and maintenance requirements of the plan.
2. Provide a list of internet based website solution options, with pricing, capable of hosting disaster recovery plans, business impact analysis, risk assessment tools and provides a platform for testing plans and risk assessments.

TOPIC 26 SUPPORT AND MAINTENANCE FOR STATE HOSTED APPICATION

The State will evaluate whether the Vendor’s proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current “best practices” for these tasks.

1. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.

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2. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required. For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - a. nature of the Deficiency;
 - b. current status of the Deficiency;
 - c. action plans, dates, and times;
 - d. expected and actual completion time;
 - e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number i.e. work order number; and
 - h. Issue identified by.
3. Describe any procedures required to handle escalation and emergency calls. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures. Describe the Vendor's Change Management policy for notification and tracking of change requests as well as critical outages.
4. Detail the types and frequency of scheduled support and maintenance tasks required.
5. Describe any different levels and or models of support and maintenance that you provide.
6. Please provide a description of the ongoing cost for maintaining Granite Families post deployment. Give specific information as to the numbers and types of resources required to maintain the CCWIS.
7. Describe savings you have achieved with other states Health and Human Services agencies as a result of your services/product.

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APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.

This Appendix identifies specific information that must be submitted.

D-1. Required Information on Corporate Qualifications

Describe the major business areas of the firm and length of time in business. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

D-1.1 Financial Strength: Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. the firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. the firm's most recent income tax return.

D-1.2 Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

D-2. Vendor Qualifications

- Ensure all staff comply with the Department's and DoIT's security policy and requirements as found herein and at: www.nh.gov/doit/vendor/index.htm
- Provide up-to-date resumes for all staff assigned to the project being proposed.
- If applicable, describe how subcontractors will interact with the Proposers' organization (i.e. oversight and management of subcontractor).
- Vendor will provide the Department with third party subcontractor(s) resumes and letters of reference, upon request.
- If Department and/or DoIT staff are needed to perform services resulting from this SOW, provide a list of required Department and/or DoIT staff roles and resource requirements.
- Provide a staffing plan describing how the minimum staffing requirements/qualification will be met. The plan should clearly be delineated by position and include how much staff time will be assigned to the services provided within this SOW.
- Unless otherwise stated in this SOW, ensure the Project Manager, Functional Manager and Business Analyst(s), at a minimum, have:
 - At least three years of experience using the Agile approach to project management;
 - Expertise with the ACF CCWIS requirements, assisting agencies in successfully engaging

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- and negotiating with federal partners, and gaining federal project approval; and
- Expertise implementing at least one multimillion-dollar electronic system using current-industry best-practices related to Software Development Life Cycles (SDLC) including:
 - Traditional practices that implement all systems changes toward the end of the SDLC process (e.g. Waterfall or Big-bang Approaches); and
 - Incremental practices that deliver portions of system changes earlier in the SDLC process (e.g. Agile and Scrum).
- Preference will be given to vendors who have two of the following State project qualifications:
 1. At least one CCWIS (full or partial) successfully implemented in last five years:
 - Intake: Recording information on reports of child abuse and neglect;
 - Investigation: investigating reports of abuse and neglect;
 - Assessment: Assessing family for child safety;
 - Service Planning: Interim and long-term service planning;
 - Case Management: Recording details of encounters and other case- and court-related activities;
 - Bonus: Financial Management: Processing and recording payments for services for children and families served by OCFS, including Title IV-E eligibility;
 - Reporting: Federally required, Pre-defined, and ad hoc reporting used by caseworkers, caseworker supervisors, and managers; and
 - Bonus: Resource Management: Managing and utilizing foster care placement and service resources.
 2. At least one health and human services system on Salesforce of equal or greater size and scope.
 3. Maintenance and/or implementation of a legacy (SACWIS) child welfare system (as defined above), to include Intake , Assessment and Case modules in last 5 years

D-3. Staff Qualifications

- Project Manager
 1. Shall have a minimum of (10+) years of project management experience in systems development and implementation projects of similar scope and complexity;
 2. Experience in the implementation, operations, and maintenance of a large-scale Child Welfare system;
 3. Knowledgeable in Enterprise Architecture, network communications, and infrastructure development and interoperability
- Scrum Master
 1. Shall have served as a scrum m aster for a minimum of (5+) years on prior IT project(s) of similar size and scope;
 2. Experience in application design and development as well as systems maintenance & operations of a large-scale IT system;
 3. Certified Scrum Master
- Functional Manager

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1. Shall have a minimum of three years serving as a functional manager or lead system designer on a prior Child Welfare IT project of similar size and scope.
 2. Knowledge and experience with CCWIS requirements, including Modular development, etc.
 3. Knowledge of Child Welfare Programs, business process and procedures, needs, trends, and challenges, as well as federal reporting standards
 4. Experience in Agile delivery
- **Enterprise Service Bus Engineer**
 1. Shall have a minimum of 5+ years of Service Bus Architecture on Prior IT projects of similar size and scope.
 2. Experience in service bus design and development as well as systems maintenance & operations of a large-scale enterprise service bus systems;
 3. Shall have minimum of 3+ years of Service of MuleSoft experience
 - **PowerBuilder Developer(s)**
 1. Retool legacy system for transition from Bridges to Granite Families
 2. Technical SME for the Granite Families design phase to allow for knowledge transfer
 3. Experience in Agile delivery
 - **Salesforce Architect**
 1. Shall have a minimum 7+ years of application design and hands on development experience in Salesforce platform
 2. Experience in designing enterprise architecture, continuous integration, dev-ops, and security for large scale system implementation;
 3. Experience with Child Welfare preferred
 - **Business Analysts**
 1. Shall have a minimum of three years serving as a child welfare business analyst, including at least one year supporting an implementation of CCWIS modules on a prior Child Welfare IT project of similar size and scope.
 2. Knowledge and experience with CCWIS requirements, including Modular development, etc.
 3. Knowledge of Child Welfare Programs, business process and procedures, needs, trends, and challenges, as well as federal reporting standards
 4. Experience in Agile delivery
 - **Salesforce Developers**
 1. Shall have a minimum of three years Salesforce experience on project(s) of similar size and scope with preference for child welfare experience
 2. Experience in Agile delivery
 - **EDW/EBI Developer(s)**
 1. Shall have a minimum of three years with ETL tools experience on project(s) of similar size and scope with preference for HHS experience
 2. Shall have a minimum of one year Tableau experience on project(s) of similar size and scope with preference for HHS experience

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3. Experience in Agile delivery
 - Training Lead
 1. Shall have a minimum of three (3) years training experience on project of similar size

D-4. Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- b. A high-level description of the Subcontractor's organization and staff size;
- c. Discussion of the Subcontractor's experience with this type of Project;
- d. Resumes of key personnel proposed to work on the Project; and
- e. Two references from companies or organizations where they performed similar services (if requested by the State).
- f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

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APPENDIX E: PRICING FOR CCWIS APPLICATION

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Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix.

The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

E-1. Activities / Deliverables / Milestones Pricing

The Vendor must include the IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table E-1				
ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Information Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Software Configuration Plan	Written		
8	Systems Interface Plan and Design/Capability	Written		
9	System Security Plan	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment Plan	Written		

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13	Disaster Recovery Plan	Written		
14	Comprehensive Training Plan and Curriculum	Written		
15	End User Support Plan	Written		
16	Business Continuity Plan	Written		
17	Documentation of Operational Procedures	Written		
INSTALLATION				
18	Provide Software Licenses if needed	Written		
19	Provide Fully Tested Data Conversion Software	Software		
20	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
21	Conduct Integration Testing	Non-Software		
22	Conduct User Acceptance Testing	Non-Software		
23	Perform Production Tests	Non-Software		
24	Test In-Bound and Out-Bound Interfaces	Software		
25	Conduct System Performance (Load/Stress) Testing	Non-Software		
26	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
27	Security Risk Assessment Report	Written		
28	Security Authorization Package	Written		
SYSTEM DEPLOYMENT				
29	Converted Data Loaded into Production Environment	Software		
30	Provide Tools for Backup and Recovery of all Applications and Data	Software		
31	Conduct Training	Non-Software		

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32	Cutover to New Software	Non-Software		
33	Provide Documentation	Written		
34	Execute System Security Plan	Non-Software		
POST-DEPLOYMENT OPERATIONS				
35	Conduct Knowledge Transfer	Non-Software		
				Total

E-2. Hardware Pricing

Please utilize the following table to detail the required hardware pricing associated with your Proposal. (If applicable)

Table E-2		
HARDWARE PRICING WORKSHEET		
	HARDWARE ITEM	ONE TIME COST
1		
2		
3		
		Total

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each hardware item proposed.

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E-3. Software License Pricing (Mandatory CCWIS only)

Please utilize the following table to detail the required Software costs associated with your Proposal. (If applicable)

Table E-3		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1		
2		
3		
Total		

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software License item proposed.

E-4. CCWIS Software Operations, Maintenance and Support Pricing

Use the following table to provide a detailed listing of the annual operational costs of each Software product that is part of your Mandatory Proposal, including operations, maintenance and support. This should not include the initial cost identified in the Software License Cost Table listed above.

Table E-4					
CCWIS SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

E-5. Vendor Staff, Resource Hours and Rates Worksheet

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for individuals designated for key roles, but titles are sufficient for others. This

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information is for reference purposes only and will not be taken into account during our price proposal scoring.

Table E-5				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				
Hourly Rate				
Vendor Resource Price Total (Hours X Rate)				

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full-proposed team.

E-6. Other Costs for the CCWIS

If other costs exist but were not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

Table E-6					
OTHER COST PRICING WORKSHEET					
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each other cost item proposed.

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E-7. Implementation Pricing Summary

Please complete the following table that should summarize all Implementation costs associated with your Proposal.

Table E-7		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	COST
1	Total from Activity/Deliverables/Milestones Pricing Worksheet	
2	Total from Hardware Pricing Worksheet	
3	Total from Software License Pricing Worksheet	
4	Total from CCWIS Software Operations, Maintenance and Support Pricing Worksheet	
5	Total from Vendor Staff, Resource Hours and Rates Worksheet	
6	Total from Other Cost for the CCWIS Worksheet	
Grand Total		

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E-8. Future Vendor Rates

The State may request additional Services from the selected Vendor and require rates in the event that additional Services are required. The following format must be used to provide this information.

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The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year. *This information is for reference purposes only and will not be taken into account during our price proposal scoring.*

Table E-8					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>
Project Manager					
Position 1					
Position 2					
etc.					
Total					

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

E-9. Proposed State Staff Resource Hours

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table E-9				
PROPOSED STATE STAFF, RESOURCE HOURS				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				

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NOTE to Vendor: **Key Assumption(s):** Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full-proposed team.

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APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

F-1. Technical Architecture

Components of the State's technical architecture include:

F-1.1. State Network Environment

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

F-1.2. Internet Access

The State of New Hampshire has purchased thru American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

F-1.3. VMware

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC NetWorker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

F-1.4. Oracle

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC NetWorker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

F-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

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APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

F-2.1. Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State Networks, Systems and Data.

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

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APPENDIX G: MERCHANT CARD SERVICES

APPENDIX G: MERCHANT CARD SERVICES

Not Applicable to this RFP.

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APPENDIX H: TERMS AND DEFINITIONS

APPENDIX H: TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Data Breach	“Data Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Configuration	Using existing tools in an application to meet specific requirements, without the use of new code.
Customization	Writing of new code within an application in order to meet specific requirements.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.

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Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	“Personally Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Platform as a Service (PaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft

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	or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.

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Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
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APPENDIX I: OPTIONAL MAINTENANCE AND OPERATIONS OF
DHHS SALESFORCE ENVIRONMENT

**APPENDIX I: APPENDIX I: OPTIONAL MAINTENANCE AND OPERATIONS OF THE
DHHS SALESFORCE ENVIRONMENT**

DCYF is requesting an optional proposal for the vendor to design, develop, implement, maintain and operate a new Salesforce Organization structure to support Health and Human Service Salesforce applications.

The following maintenance and operations statement of work is separate and optional from Appendix B: Business / Technical Requirements and Deliverables for Mandatory CCWIS Application. .

I-1. Technical Planning, Infrastructure Procurement, Installation, and Configuration

I-1.1 TASK 1 – Define and Procure Application Infrastructure

I-1.1.1. Requirements for Task

- a. Develop a technical architecture to support development, testing, training, and production of the proposed solution by project.
- b. The Technical Architecture Plan will include:
 1. Required hardware and infrastructure specifications
 2. Required new software specifications, including number of licenses and versions
 3. Licensing – provide all licensing costs (annually or perpetual) required to implement the solution on the Salesforce platform to include any and all salesforce licensing as well as third party licensing required to meet the deliverables of the solution. The maintenance and operations costs should include all licensing and professional services required to maintain the system on an annual basis. These costs should be included in the total cost of the optional services and detailed for each software and hardware component as a subscription service.
 4. Comparative analysis on “out of the box” (OOB) vs custom fit for DCYF

I-1.1.2. Deliverables from Task

- a. Technical Architecture Procurement Plan – due prior to procuring infrastructure components with sufficient lead time for acquisition
- b. Security Plan - due prior to procuring infrastructure components with sufficient lead time for acquisition

I-1.1.3 Roles and Responsibilities Related to Task

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The following table designates the responsible party/parties for each of the application architecture procurement functions/tasks.

Table I-1.1.3. Roles and Responsibilities to Task	
Function/Task	Responsibility
Produce Technical Architecture Procurement Plan	State, Contractor
Procure all Granite Families hardware and software	Contractor
Produce Security Plan	Contractor
Review deliverables	State

I-2.1. TASK 2 – Install and Configure Technical Environment

I-1.2.1 Requirements of Task

The Contractor will be responsible for collaborating with DHHS and DoIT for the application to configure and install the Salesforce technical environments for the Granite Families project during the scope of the project.

I-1.2.2 Deliverables from Task

- a. Capacity Plan – initial draft; updated as required thereafter
- b. Configuration Management (CM) Plan – initial draft; updated as required thereafter
- c. Technical Environments – due for each identified environment per timeframe outlined in Contractor’s approved Project Plan
- d. Incident Response Management Plan – initial draft; updated as required thereafter
- e. Provide or facilitate the infrastructure and application services required to deliver the scope of work

I-1.2.3 Roles and Responsibilities Related to Task

The following table designates the responsible party/parties for each of the installation, configuration, and maintenance technical functions/tasks.

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Table I-1.2.3 Roles and Responsibilities to Task	
Function/Task	Responsibility
Setup/install/configure hardware and software for identified environments	Contractor
Assist in setup/installation/configuration of technical environments	Contractor
Maintain and support Granite Families technical environments	Contractor
Develop Capacity Plans	Contractor
Provide input for capacity planning	DHHS, DoIT & Contractor
Provide configuration items to enable builds and promotions	Contractor
Build an Incident Response Framework	Contractor, DHHS, DoIT
Build and promote application	Contractor
Develop Configuration Management Plan	Contractor
Monitor/enforce adherence to Configuration Management Plan	DHHS, DoIT & Contractor

I-2. Maintenance and Operations

I-2.1. Provide a technical solution and system support model that specifies the responsibility of the awarded Vendor if the solution is hosted in the Salesforce Cloud using a new Salesforce Organization structure for the Department of Health and Human Services organization and includes the following:

The Vender shall produce and deliver an operations and maintenance plan that describes the steps and procedures in operating the system, standard service-level agreements for system performance and issue resolution, and the change management process, including, but not limited to:

- a.** Limiting the number of planned outages (system availability) during Monday through Friday to one (1) time per month.
 - i.** Downtime for routine maintenance must have prior written approval by both the Department and DOIT.

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- g.** Ensuring, in partnership with the Department's project manager, the security plan is reviewed and approved in writing by the appropriate State and Federal agencies and then placed into operation.

I-2.7. Provide Backup, Recovery, and Disaster Recovery Services by:

- a.** Developing and implementing a Disaster Recovery plan that addresses the disaster needs of the Department as it relates to the implementation and ongoing operations of the CCWIS and the State's child welfare program following the contracts recovery point and time objectives;
- b.** Implementing a system failover process to ensure minimum downtime caused by either scheduled maintenance, unpredicted system or component failure;
- c.** Maintaining Disaster Recovery capabilities that meet a twenty-four (24) hour recovery time objective and twenty-four (24) hour recovery point objective;
- d.** Performing and maintaining backups of content that can be recovered within twenty-four (24) hours;
- e.** Storing a backup of customer data in encrypted format in an off-site, secure facility located within the Continental United States no less than daily, maintaining the security of customer data; and
- f.** Conducting an annual Disaster Recovery exercise and provide the results of this exercise to the Department and DOIT upon request.

I-2.8. Provide Helpdesk technical support to the Department and DOIT staff, providers, and contractors using the CCWIS including:

- a.** Standard phone and email help desk support during normal business hours: Monday through Friday, 7:00 a.m. to 5:00 p.m. EST, excluding days the State offices are closed;
- b.** Emergency phone and email helpdesk support 24/7/365; and
- c.** United States based, Helpdesk phone and email, on-call technical interface support on an as-needed and as-agreed upon basis.

I-2.9. Utilize a system to capture calls and provide at a minimum the following reports:

- a.** Dashboard report
- b.** calls/issues by day;
- c.** number of cases closed;
- d.** number of cases open;
- e.** Average calls per year, month, day, hour;
- f.** severity of the issue,

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- g.** submission date; resolution; and
- h.** closed date (if applicable)

I-3. Required Responses for Salesforce Maintenance and Operations (M&O) Consideration

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for optional Maintenance and Support of the Salesforce environment. Responses provided should be relevant to the Project described within this RFP. Vendors should limit narrative responses describing the Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A recommended page limit is identified for each topic.

TABLE I-3: Topics	
	RECOMMENDED PAGE LIMIT
Maintenance and Operations Consideration	
Topic 1 – Operations Manager	6 - Include Attachment
Topic 2 – Salesforce Administrator	6 - Include Attachment
Topic 3 – Salesforce Technical Architect	6 - Include Attachment
Topic 4 – Salesforce Data Architect	6 - Include Attachment
Topic 5 – Implementation, Testing and Support & Maintenance Experience	12 - Include Attachment
Topic 6 – Risk and Issue Management	3 - Include Attachment

TOPIC 1: OPERATIONS MANAGER

The State will evaluate whether the proposed Operations Manager meets the required qualifications.

Provide a detailed description of your proposed Operations Manager’s qualifications and experience based on the following:

1. Does your Operations Manager have at least 5+ years of Operations Management experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the deployment of enterprise IT programs/projects? If yes, please elaborate.
2. Of their experience, how much of the Operations Manager’s experience is associated with managing the deployment of Salesforce solutions?

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3. What were some of the Operations Manager’s successes and challenges during those Salesforce deployments?
4. What did the Operations Manager do to resolve or overcome those challenges, and what was the outcome? What deliverables or techniques does your Operations Manager leverage when it comes to providing budget updates, project status updates, managing staff, resolving conflict/risk, and communicating with clients?

TOPIC 2 – SALESFORCE ADMINISTRATOR

The State will evaluate whether the proposed Salesforce Administrator meets the required qualifications.

Provide a detailed description of your proposed Salesforce Administrator’s qualifications and experience based on the following:

1. Does your Salesforce Administrator have at least 3+ years of experience with the Public Sector or Federal Government, and a proven track record of deploying Salesforce solutions across enterprise IT programs/projects? If yes, please elaborate.
2. Does your Salesforce Administrator have experience with developing/deploying Salesforce solutions that do the following: Intake, Investigation, Assessment, Service Planning, Case Management, Reporting, Resource Management, and Financial Management? Please describe the techniques, security features, software, process, and approach that the Salesforce Administrator leveraged to develop/deploy these Salesforce solutions within a Government Cloud environment. What was the business value and impact provided from those Salesforce solutions?
3. Were any of the deployed Salesforce solutions lift and modify (pre-existing solution to be modified for another customer)? If they were, can you please describe the approach that you took to deliver value to the customer to meet rapid delivery?
4. Describe the Salesforce Administrator’s experience with deploying Salesforce solutions within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the Salesforce Solution(s).
5. What were some of the Salesforce Administrator’s successes and challenges during a Salesforce deployment? What did the Salesforce Administrator do to resolve or overcome those challenges, and what was the outcome?

TOPIC 3 – SALESFORCE TECHNICAL ARCHITECT

The State will evaluate whether the proposed Salesforce Technical Architect meets the required qualifications.

Provide a detailed description of your proposed Salesforce Technical Architect’s qualifications and experience based on the following:

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1. Does your Salesforce Technical Architect have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record of designing successful Salesforce architecture solutions across enterprise IT programs/projects? If yes, please elaborate.
2. Does your Salesforce Technical Architect have experience with developing/designing Salesforce architecture solutions aligned to following: Intake, Investigation, Assessment, Service Planning, Case Management, Reporting, Resource Management, and Financial Management? Please describe the techniques, security features, software, process, and architecture model/methodology that the Salesforce Technical Architect leveraged to develop/design an architecture solution for Salesforce within a Government Cloud environment. What was the business value and impact provided from those Salesforce solutions?
3. Were any of the deployed Salesforce architecture models lift and shift (pre-existing solution to be modified for another customer)? If yes, can you please describe the approach that you took to deliver value to the customer to meet rapid delivery?
4. Describe the Salesforce Technical Architect's experience with deploying Salesforce solutions within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the Salesforce Solution(s).
5. What were some of the Salesforce Technical Architect's successes and challenges during a Salesforce deployment? What did the Salesforce Technical Architect do to resolve or overcome those challenges, and what was the outcome?

TOPIC 4 – SALESFORCE DATA ARCHITECT

The State will evaluate whether the proposed Salesforce Data Architect meets the required qualifications.

Provide a detailed description of your proposed Salesforce Data Architect's qualifications and experience based on the following:

1. Does your Salesforce Data Architect have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record with developing/managing Salesforce database solutions across enterprise IT programs/projects? If yes, please elaborate.
2. Does your Salesforce Data Architect have experience with developing/designing Salesforce database solutions aligned to following: Intake, Investigation, Assessment, Service Planning, Case Management, Reporting, Resource Management, and Financial Management? Please describe the techniques, security features, software, process, and data model/methodology that the Salesforce Data Architect leveraged to develop/design a database for the Salesforce solutions within a Government Cloud environment. What was the business value and impact provided from those Salesforce data solutions?
3. Were any of the deployed Salesforce database solutions lift and shift (pre-existing solution to be modified for another customer)? If yes, can you please describe the approach that you took to migrate the data and what software tools did you use? What was the end result and business value provided to the customer?

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4. Describe the Salesforce Data Architect's experience with deploying Salesforce database solutions within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the Salesforce Solution(s).
5. What were some of the Salesforce Data Architect's successes and challenges during a Salesforce deployment? What did the Salesforce Data Architect do to resolve or overcome those challenges, and what was the outcome?

TOPIC 5 – IMPLEMENTATION, TESTING, AND SUPPORT & MAINTENANCE EXPERIENCE

The State will evaluate the vendor's knowledge and experience with deploying Salesforce solutions.

Please describe the following:

1. What agency or organization was this Salesforce solution developed for?
2. How many end users was this Salesforce solution developed for?
3. What Federal or Industry standards did the Salesforce solution have to comply with?
4. Describe your approach from the initial process to deployment on how the Salesforce solution came to fruition.
5. Please provide details on software used, techniques, security features, processes, documentation developed, methods of communication, testing approach, methodologies, and address delivering the solution within an Agile or DevOps environment.
6. Describe how your company provided support and maintenance to the Salesforce solution after it was deployed.
7. How were system change requests tracked, handled, and communicated for the Salesforce solution?
8. How were bugs, troubleshooting, and risks handled in support of the Salesforce solution?
9. What performance metrics or tools did you use to determine if you were providing the best support for developing/maintaining a successful Salesforce Solution for your customer?

TOPIC 6 – RISK AND ISSUE MANAGEMENT

The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the issue management progress. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

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I-4. Pricing

I-4.1 Pricing for Salesforce Operations, Maintenance and Support

Use the following table to provide a detailed listing of the annual operational costs of operations, maintenance and support, including any additional software that is part of your Proposal. This should not include the cost identified in the Salesforce License Cost Table listed below

Table I-4.1					
OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

NOTE to Vendor: Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

I-4.2 Salesforce Licensing Pricing

Use the following table to provide a detailed listing of the annual Hosting costs of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, etc.

Table I-4.2					
LICENSING DETAIL PRICING WORKSHEET					
DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

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I-4.3 Staff Pricing

Use the following table to provide a detailed listing of the annual staffing costs for Salesforce Maintenance and Operations.

Table I-4.3					
STAFFING DETAIL PRICING WORKSHEET					
POSITION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total					

I-4.4 Pricing Summary

Please complete the following table that should summarize all the Maintenance and Operations costs of the Vendor Managed Environment associated with your Proposal.

Table I-4.3.		
COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	COST
1	Total from Operations, Maintenance, and Support Pricing Worksheet	
2	Total from Licensing Detail Pricing Worksheet	
3	Total from Staffing Detail Pricing Worksheet	
Grand Total		

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APPENDIX J: AGENCY ATTACHMENTS

- Attachment 1:** DHHS Business and Technical Requirements
- Attachment 2:** DHHS Exhibit K: Information Security Requirements
- Attachment 3:** DHHS Exhibit I Business Associate Agreement
- Attachment 4:** Other DHHS Standard Exhibits

Remainder of this page intentionally left blank.

Contractor Instructions for Business (BR) and Technical (TR) Requirements	
Contractor Response Column:	Place a "Yes" if
<p>the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).</p> <p>Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).</p>	
Criticality Column:	
<p>(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.</p> <p>(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.</p> <p>(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.</p>	
Delivery Method Column:	
<p>Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.</p> <p>Standard - Feature/Function is included in the proposed system and available in the current software release.</p> <p>Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)</p> <p>Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).</p> <p>Not Available/Not Proposing - Feature/Function has not been proposed by the Contractor. (Provide brief description of why this functionality was not proposed.)</p>	
Comments Column:	
<p>For all Delivery Method responses Contractors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.</p>	
Contractor Instructions for Activity, Deliverable, and Milestone	
<p>Contractor shall complete the Activity Deliverable, and Milestone Table identifying estimated delivery date and price.</p>	

APPLICATION REQUIREMENTS					
State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M			
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M			
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M			
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M			
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M			
A2.3	Enforce unique user names.	M			
A2.4	The Contractor Solution should enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy. The Contractor solution must allow for comprehensive auditing, tracking and access logging of the special accounts created for activities such as 'production testing and debugging.	M			
A2.5	Enforce the use of complex passwords for general users using a mix of capital letters, lower-case letters, numbers, special characters, minimum length of eight characters and prohibit the use of personal information.	M			
A2.6	Encrypt passwords in transmission and at rest within the database.	M			
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M			
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M			
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M			

Appendix J, Attachment 1 Business and Technical Requirements

A2.10	The application shall not store authentication credentials or sensitive data in its code.	M			
A2.11	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users' level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events 	M			
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M			
A2.13	All logs must be kept for 10 years.	M			
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
A2.15	Do not use Software and System Services for anything other than they are designed for.	M			
A2.16	The application Data shall be protected (encrypted) from unauthorized use when at rest	M			
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M			
A2.19	Utilize change management documentation and procedures	M			
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M			
A2.21	Application must have the capability to search all information including log search and playback.	M			
A2.22	Application must provide Role-based access control to all system features and data, including specified data elements.	M			
A2.23	Application must have Multi-Factor Authentication.	M			

Appendix J, Attachment 1 Business and Technical Requirements

A2.24	Contractor must perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the system Contractor.	M			
A2.25	Contractor must be compatible with multiple standard browsers in accordance to the State's IT Standards. The solution shall allow access from standard browsers without requiring specialized plug-ins or applets to function. The solution shall allow for a mobile app that is available through standard IOS and Android App Stores.	M			
A2.26	Contractor must ensure that device firmware and version is up to date and updates are not disruptive to the user experience.	M			
A2.27	Contractor shall install and update all server patches updates and other utilities within 60 days of release from the manufacturer.	M			

TESTING					
State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M			
T1.2	The Contractor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M			
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M			
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M			
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M			
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M			
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M			
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M			
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M			
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M			

Attachment: Project Requirements

T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M			
T1.14	Prior to the System being moved into production, the Contractor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
T1.15	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M			
STANDARD TESTING					
T2.1	The Contractor must test the software and the system using an industry standard and State approved testing methodology.	M			
T2.2	The Contractor must perform application stress testing and tuning.	M			
T2.3	The Contractor must provide documented procedure for how to sync Production with a specific testing environment.	M			
T2.4	The Contractor must define and test disaster recovery procedures.	M			

HOSTING-CLOUD REQUIREMENTS

State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Contractor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M			
H1.2	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application, log and audit trail requirements and support users with	M			
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
H1.4	Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.5	Contractor shall monitor System, security, and application logs.	M			
H1.6	Contractor shall manage the sharing of data resources.	M			
H1.7	Contractor shall manage daily backups, off-site data storage, and restore operations.	M			
H1.8	The Contractor shall monitor the availability of their application.	M			
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M			
H1.10	The Contractor shall report any breach in security in conformance with DHHS Information Security Requirements (Exhibit K).	M			

H1.11	The Contractor will provide a completed Security Audit Report prior to contract execution. The Security Audit Report must include a SOC 2 Report with certification.	M			
H1.12	The Contractor will provide a completed Security Audit Report with results to the Department each year. The Security Audit Report must include a SOC 2 Report with certification.	M			
DISASTER RECOVERY					
H2.1	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.3	Contractor shall adhere to a defined and documented back-up schedule and procedure.	M			
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
HOSTING SECURITY					

H3.1	The Contractor shall employ security measures ensure that the State's application and data is protected.	M			
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
H3.5	The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M			
H3.6	The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor' hosting infrastructure and/or the application upon request.	M			
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M			
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M			
H3.9	The Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.	M			
H3.10	The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			

SERVICE LEVEL AGREEMENT

H4.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
H4.2	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
H4.3	The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H4.4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.				
H4.5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 7:00am to 5:00pm Monday through Friday EST;	M			
H4.6	The Contractor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M			

H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>a. Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms</p>	M			
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
H4.10	If The Contractor is unable to meet the uptime requirement, The Contractor shall credit State’s account in an amount based upon the following formula: $(\text{Total Contract Item Price}/365) \times \text{Number of Days Contract Item Not Provided}$. The State must request this credit in writing.	M			
H4.11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
H4.13	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			

H4.14	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
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Attachment 1: Project Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Contractor		
Req #	Requirement Description	Criticality	Contractor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
S1.4	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 7:00am to 5:00pm- Monday through Friday EST;	M			
S1.5	The Contractor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M			

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S1.6	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M			
S1.7	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P			
S1.8	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P			
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M			
S1.10	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			

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S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
S1.12	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
S1.13	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
S1.14	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M			
S1.15	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
S1.16	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
S1.17	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M			
S1.18	The Contractor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M			



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



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DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated recordset" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



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- l. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

**New Hampshire Department of Health and Human Services
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date _____



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____